

NOTAHLAL ACT CREATING PROTECTIVE
LAND RESTRICTIONS FOR A PORTION OF GENTILLY WOODS SUBDIVISION
CITY OF NEW ORLEANS, PARISH OF ORLEANS, STATE OF LOUISIANA

UNITED STATES OF AMERICA))
STATE OF LOUISIANA) S.S:
PARISH OF ORLEANS))

BE IT KNOWN, That on this 30th day of July, 1951, before me, M. J. Bloomenstiel, Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, personally came and appeared:

-----GENTILLY HOMES, INC. , -----
a Louisiana corporation, duly qualified and authorized to do business in this State, having its domicile in the Parish of East Baton Rouge, State of Louisiana And represented herein by W. H. Crawford, its president, duly authorized to Appear and execute this declaration of land restrictions upon a portion of "Gentilly Woods Subdivision", by virtue of a resolution of the Board of Direction of said corporation, a certified copy of which is attached hereto and made a part hereof, who declared that said Gentilly Homes, Inc. is the owner of Squares numbering One (1) , Two (2) , Thirteen (13) thru Twenty-Seven (27) both inclusive, Square Thirty-Six (36), and Lots numbering One (1) Thru Twenty-Four (2b) both inclusive of Square Twenty-Eight (28), of Gentilly Woods Subdivision of the Parish of Orleans, as shown on the map prepared by F. C. Gandollo, Jr., Surveyor, dated October 16, 1950 and revised January 3, 1951, a copy of which is annexed hereto and incorporated herein, and by me said Notary has been paraphed "Be Varietur" for identification with this said act.

That Gentilly Homes, Inc. has established, and does, by these presents, Establish upon and covering Square numbering One (1) , Two (2) , Thirteen (13) Thru Twenty-Seven (27) both inclusive, Square Thirty-Six (36) , and Lots numbering One (1) , thru Twenty-Four (24) both inclusive of Square Twenty-Eight (28) , of Gentilly Woods Subdivision of the Parish of Orleans, as shown on the map, annexed hereto the following restrictions, as covenants to run with the land, and the method of amending the same; which restrictions are to be irrevocably binding upon Gentilly Homes, Inc. and/or all persons claiming under it as theirs, successors or assigns or subsequently purchasing residing upon or using said property; towit;

1. The following protective covenants and restrictions are to run with the land and be in favor of each and all of the lots in the Square in that portion of Gentilly Woods Subdivision hereinbefore described, and shall be binding upon the purchaser, owner, or occupant, of any of the property hereinbefore described, their heirs, and assigns for a period of twenty-five (25) years, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless by a vote of the majority of the than owners of the lots, it is agreed to change said covenants in whole or in part, and said owners shall be entitled to one vote foe each lot so owned by them.
2. Invalidation of any one of these covenants, servitudes and restrictions, or any part of any covenant, servitudes, or restriction, by judgement of court or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.
3. All the property located in Squares numbering One (1) , Two (2) , Thirteen (13) , thru Twenty-Seven (27) both inclusive, and that part of Square 28 above described, shall be shown and described as residential, and shall be used for none other than residential purposes.
4. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two and one half stories in height and a private garage and/or carport with capacity for not more than two cars.
5. No dwelling shall be permitted on any lot at a cost of less than \$4500 Based upon cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one story open porches And gargages shall not be less than 648 square feet for a one-story, nor less Than 600 square feet, ground floor area, for a dwelling of more than one-story.
6. No building shall be located on any lot nearer than twenty (20) feet to the "front lot line", or nearer than ten (10) feet to any "side street lot line", including carports and other attached covered structures. No building shall be located nearer than three feet to an interior lot line on lots having a frontage of less than forty-eight (48) feet, nor nearer than five (5) feet to an interior lot line on all other lots, provided, that residences located on adjoining lots shall be not less than ten (10) feet apart. Carports, or garages may be attached to the main dwelling, provided that carports are not nearer than three (3) feet to the interior lot line. The maximum building setback line shall not be greater than forty feet on rectangular shape lots. A one (1) foot minimum side yard shall be required for a garage or other permitted accessory building located on the rear portion of any lot or lots.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

7. No dwelling shall be erected or placed on any lot having a width of less than forty-five (45) feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 4500 square feet. The owner of any two adjoining lots may erect a dwelling or garage on said two lots which shall be considered for the purpose of this restriction as one building site.
8. Fences and walls shall not be erected within the area of the lot between the front lot line to the front building line. Hedges, exceeding thirty (30) inches high, shall not be permitted within the same area.
9. No garage apartment shall be erected or permitted on any of the residential lots, except that garages with living quarters may be erected on any lot for occupancy by servants domestic to the family residing thereon, but for no other purpose any said garage be used as living quarters. No tents, shacks, or trailer shall ever be occupied as living quarters on said lot or lots either temporarily or permanently.
10. No commercial business, nor noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood this shall not be interpreted to restrict the building temporary warehouses and or offices on any lot for the construction of houses on other lots.
11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.
12. No Oil drilling oil development operations oil refining quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells tanks tunnels mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or Natural gas shall be erected maintained or permitted upon any lot.
13. No animals, livestock, or poultry of any kind shall be raised, bred or Or kept on any lot, except that dogs, or other household pets may be kept provided That they are not kept, bred, or maintained for any commercial purposes.

14. No fences wall hedges or shrub planting which obstructs sight lines at elevations between (2) and (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 ft. from the intersection of the street property lines extending them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a repaired property corner from the intersection of the street property lines extended. the same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a public driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

15. Square number Thirty-Six (36) is hereby reserved as a park, school, and or church area.

16. Lots 37 to 41 both inclusive of Square Twenty-One (21), and lots numbering One thru Twenty-Four, both inclusive of Square Twenty-Eight (28) that are bounded on the north by Dwyer Road, shall hereafter each have as their rear the portion of the lot designated as bounded by Dwyer Rd.

17. If the parties hereto or any purchaser of any of the above described property or their heirs successors or assigns shall violate or attempt to violated any of their restrictive covenants herein, it shall be lawful for any person or persons owning any real estate situated within the said Subdivision, or the City of New Orleans, or the District Attorney of the Parish of Orleans or any person resident in the City of New Orleans, Louisiana, to prosecute any proceeding in account having jurisdiction against the person or persons violating or attempting to violate any such covenants either to prevent him or them from so dong or to recover damages for such a violation.

18. In the event that there is any readjusting of lot sixes boundaries or designations with respect to the above described property the restrictions set forth above will apply to the lot or lots that result from such resubdivision, changes or adjustment as the same may be shown by the latest map or plan of the said above described property of public record in the Conveyance Office of the Parish of Orleans, Louisiana, but in no event shall such revision result in the diminution of lot sizes above stipulated.

THIS DONE AND SIGNED in my office in the City of New Orleans, Louisiana, In the presence of J.H. Carruth and Dorothy M. Shall, competent witnesses on the day, month, and year first above written.

WITNESSES:

PARTIES:

Gentilly Homes Inc.
W.H. Crawford Pres.
M.F. Bloomenstiel N. P.