

RESTRICTIVE COVENANTS AND  
SERVITUDES FOR SECTION 3-A

**PONTCHARTRAIN PARK SUBDIVISION**

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 25<sup>th</sup> day of April, 1958, before me, Sidney K. Pate, Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, personally came and appeared:

PONTCHARTRAIN PARK HOMES, INC., a Corporation organized under the laws of the State of Louisiana, domiciled in the City of New Orleans, pursuant to an Act before Victor A. Sachse, N.P., recorded in Charter Book 26, Folio 464, of the Office of the Clerk of Court of East Baton Rouge Parish, and Charter Book 225 of the Office of the Secretary of State as amended by Act before the same Notary, dated July 1, 1954, recorded in MOB 1878, folio 73 of this Parish, herein represented by Morgan G. Earnest, hereunto duly authorized as appears by a Resolution of the Board of Directors of said Corporation, a certified copy of which Resolution is annexed hereto, who declared that:

PONTCHARTRAIN PARK HOMES, INC. is the owner of certain property in the Third Municipal District of the City of New Orleans in Pontchartrain Park Subdivision, in Section 3-A

thereof, as shown on approved maps of Subdivision by F. C. Gandolfo, Jr., C.E.&S., dated October 15, 1957 recorded in COB 619, folio 314, copies of which are annexed hereto and made part hereof and by me, said Notary, have been paraphrased "Ne Varietur" for identification with this Act.

PONTCHARTRAIN PARK HOMES, INC. has established, and does by these presents establish, upon and covering the above lots squares of Section 3-A of Pontchartrain Park Subdivision, Parish of Orleans, as shown on the plan annexed and made part hereof, the following restrictions and servitudes:

1. These covenants and title restrictions are to run with the land and be in favor of each and all lots herein listed: Lots 1 through 5 and 20 through 24 of Square 19, Lots 1 through 7 and 20 through 28 of Square 20, Lots 1 through 14 of Square 33, Lots 1 through 8 and 42 through 47 of Square 21, Lots 1 through 9 and 31 through 33 of Square 22, Lots 1 through 7 and 13 through 16 of Square 23, Lots 1 through 15 and 17 through 22 of Square 24 of Section 3A, Pontchartrain Park Subdivision and shall be binding upon the purchaser, owner, occupant, their heirs and assigns for a period of thirty (30) years, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless by vote of the majority of the then 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 for each lot so owned by them.

2. Invalidation of any of these covenants, servitudes and restrictions, or any part of any covenant, servitude or restriction, by judgment of court or otherwise, shall in no wise affect any of the other provisions which shall remain in full force and effect.

3. All of the above mentioned lots and squares in Section 3A of the Subdivision shall be known and described as residential and shall be used for non 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 building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material and harmony of external design with existing structures.

6. No dwelling shall be permitted on any lot at a cost of less than \$6,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 675 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

7. No building shall be located on any lot nearer than twenty (20) feet to the "front lot line", nor 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 five (5) feet to an interior lot line, providing, that residences located on adjoining lots shall not be less than ten (10) feet apart.

Carpports or garages may be attached to the main dwelling, provided that carpports are not nearer than 2 feet to the interior lot line. The maximum building setback line shall not be greater than forty (40) feet on rectangular shaped lots. A three (3) 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 the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

For the purpose of this covenant the "front lot line" of a lot is construed to mean that property line which fronts on a street. On lots at the corner of two intersecting streets the "front lot line" shall be that side of the lot having the lesser street frontage; and the side street lot line shall be the side having greater street frontage.

No fence shall be erected between the front property line and building setback line. On corner lots no fence shall be erected between the side street property line and building setback line. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded

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 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 sight lines.

8. No dwelling shall be erected or placed on any lot having a width of less than forty-five (45) feet at the minimum building setback 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.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. No noxious or offensive 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 builder from erecting 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 kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary conditions.
15. 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 violate any of the 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 residing in the City of New Orleans, Louisiana, to prosecute any proceeding in a court having jurisdiction against the person or persons violating or attempting to violate any such covenants, either to prevent him or them for doing so or to recover damages for such violation.

16. In the event that there is any readjustment of lot sizes, 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 change or adjustment, as the same may be shown on 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 any such revision result in the diminution of the lot sizes above stipulated.

17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat and over the rear five feet of each lot, provided, that if there is any re-adjustment of lot sizes, boundaries or re-designation of any lots in said section, that said servitudes may be appropriately relocated.

18. The Architectural Control Committee is composed of:

Morgan G. Earnest	5718 Mandeville Street	N.O., LA.
Thomas Toups	4859 Desire Drive	N.O., LA.
Lester E. Kabacoff	111 Bellaire Drive	N.O., LA.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

THUS DONE AND PASSED in my office in the City of New Orleans, Louisiana in the presence of the undersigned competent witnesses on the day, month and year first above written.

THE SLES

[Handwritten Signature]  
[Handwritten Signature]

PONTCHARTRAIN PARK HOMES, INC.

By [Handwritten Signature]

[Handwritten Signature]  
Notary Public

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