

Subdivision Restrictions
and
Homeowners Association By-Laws

LAKE
BARRINGTON
SUBDIVISION

New Orleans, Louisiana 70128

LAKE BARRINGTON SUBDIVISION

RESTRICTIONS

STATEMENT OF RESERVATIONS &
RESTRICTIONS, TAXES AND ASSESSMENTS

Employer's IRS No.: 72-0687765
Developer: Lake Forest, Inc.
Owner: Lake Forest, Inc.

Owner Lake Forest, Inc.
Address 838 Canal Street, New Orleans, Louisiana
Name of Subdivision Lake Barrington Subdivision
New Orleans, Louisiana
Number of Lots in Subdivision 205
Number of acres in Subdivision 70.43

1. RESERVATIONS AND RESTRICTIONS

A. The sale of each lot in this subdivision shall be made and accepted subject to the following reservations and restrictions which shall be granted and imposed by the purchaser at the time of the sale:

1) "The vendor reserves unto itself, its successors and assigns, and excepts from this transfer, all of the oil, gas and other minerals, in, under and which may be produced from the property he-rein conveyed, it being understood, however, that the vendor, its successors and assigns shall have the right to produce oil, gas or other minerals in, under and from the property herein conveyed by the use of directional drilling methods only, and thus hereby waives surface rights." This reservation is enforceable only by the vendor.

2) "Purchaser hereby assumes vendor's obligation to the City of New Orleans to install sidewalks on the lot or lots he purchases in accordance with the bond and plans and specifications for same that vendor has filed with the City Planning Commission. The provisions of this paragraph shall continue to be binding on the parties hereto after the act of sale even if same are not included- in the act of sale." This restriction is enforceable by the seller and the City of New Orleans.

B. The sale of each lot in this subdivision shall also be made and accepted subject to the following reservations and restrictions which presently encumber each lot in the subdivision:

1) The utility servitudes or easements on each lot as shown on the plan of subdivision registered in COB 728, folio 229, Orleans Parish, Louisiana and the utility servitudes or easements in favor of New Orleans Public Service, Inc. for an underground electric distribution system dated April 17, 1973 and registered in COB 718C, folio 230, Orleans Parish, Louisiana and dated May 31, 1974, registered in COB 723F, folio 313, Orleans Parish, Louisiana.

2) The following beneficial property restrictions which are enforceable by each lot owner in the subdivision:

RESTRICTIONS

ACT OF RESTRICTIONS

UNITED STATES OF AMERICA

LAKE BARRINGTON SUBDIVISION

STATE OF LOUISIANA

BY

PARISH OF ORLEANS

LAKE FOREST, INC.

BE IT KNOWN, that on this 13th day of the month of September, in the year one thousand nine hundred and seventy-four,

BEFORE ME, Omer F. Kuebel, Jr., a Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LAKE FOREST, INC., a corporation organized under the laws of the State of Louisiana, and domiciled in the Parish of Orleans, State of Louisiana, which said corporation was created by private act duly acknowledged on March 6, 1970, filed and recorded in the Office of the Secretary of State of the State of Louisiana, on March 10, 1970, in the Record of Charters Book 289, and recorded in the Mortgage Office of Orleans Parish, Louisiana, in M.O.B. 2167, Folio 403, on March 13, 1970, and which said corporation is the successor corporation of LaKrat Corp., a New York corporation, pursuant to an Agreement of Merger dated March 10, 1970, filed and recorded in the Office of the Secretary of State of Louisiana, on March 20, 1970, in the Record of Charters Book 289, recorded in the Mortgage Office of Orleans Parish, Louisiana, in M.O.B. 2179, Folio 39, on April 1, 1970, and registered in the Conveyance Office of Orleans Parish, Louisiana, in C-0.3. 697C, Folios 21-23, on April 1, 1970; the said Lake Forest, Inc. being represented herein and appearing herein through Edwin J. Conran, its Controller duly authorized under and by virtue of a resolution of the Board of Directors of said corporation, a certified copy of which is annexed hereto and made part hereof:

who declared that Lake Forest, Inc. has caused certain portions of ground situated in the Third Municipal District of the City of New Orleans, in that part hereof known as portions of Section 25, Groves .1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, and 25 and Section 26, Groves 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, and 26 of the LaKrat Tract (former New Orleans Lakeshore Land Company Subdivision), to be resubdivided into that subdivision known as Lake Barrington Subdivision as shown on a plan of same by B. L. Carter dated November 12, 1973, with revisions and additions dated January 4, 1974, March 14, 1974, and July 22, 1974, Drawing No. 25-26-126, approved by the New Orleans City Planning Commission on August 27, 1974, and registered in C.O.B. 726, Folio 229, Orleans Parish, Louisiana, a copy of which is attached hereto and made part hereof, and marked Exhibit "A".

The said Lake Forest, Inc. did further declare unto me, Notary, that the said corporation is presently the owner of the following described lots in Lake Barrington Subdivision, as shown on the aforementioned plan.

LAKE BARRINGTON SUBDIVISION

<u>Square Number</u>	<u>Lots</u>
A	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,12, 13, 14, 15, 16, 17, 18, 19, 20,21, 22, 23, 24, 25, 26, 27, 28, 29,30, 31, 32, 33, 34, 35, 36, and 37
B	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12,13, 14, 15, 16, .17, 18, 19, 20, 21,22, 23, 24, 25, 26, 27, 28, 29, 30,31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53; 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 and 64
C	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16
D	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17
E	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,12, 13,14,15, 16, 17, 18, 19, 20,21 and 22
F	1, 2,3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36
G	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13

The appearer, Lake Forest, Inc., did further declare that it does **hereby place the restrictions hereinafter set forth herein on the above designated lots in Lake Barrington Sub-division division, which restrictions run with the land and are binding and ensure voluntarily or involuntarily to the future owners of the said lots or any portion thereof, and their heirs, successors, executors, administrators and assigns, which restrictions are as follows, to-wit:**

ARTICLE ONE

The following restrictions contained in this **Article One shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded in the Conveyance Office for the Parish of Orleans agreeing to change any restrictions, in whole or in part, or to rescind said restrictions entirely:**

1. No lot shall be used except for one (1) single-family dwelling and accessory buildings and private garages and carports. No trailer, tent, shack, barn or other buildings of a temporary character shall be placed, erected or permitted to remain on any lot, nor can they be used as a residence temporary or permanent.
2. All buildings constructed or erected on any lot shall conform to the ordinances and statutes thereunto appertaining, except as herein more specifically limited.
3. Nothing herein contained shall prohibit the use and occupancy of any said lots for private recreational uses, such as tennis courts and swimming pools operated exclusively for private use and not for commercial purposes or community Purposes.
4. Nothing herein contained shall prohibit the use and occupancy of any dwelling for the conduct of the following professional occupations: physician, surgeon, dentist, psychologist, lawyer and clergyman. Provided no person shall engage in such professional activity, other than those who reside in the said dwelling; and provided further, that in no case shall more than fifteen (15%) percent of the floor area of any dwelling, exclusive of any accessory building and garage be used for any one or more of the said occupations; and provided further that no home occupation shall be permitted in any accessory building and garage; and provided further that no window or other display or sign may be used to advertise such occupancy other than a single sign not more than four (4) inches in width and eighteen (18) inches in length. The said sign must be attached to the main dwelling.
5. Nothing herein contained shall prohibit the exploration for or the production and capture of oil, gas or other minerals by use of directional drilling methods only, and nothing herein contained shall prohibit or prevent the installation and maintenance of utilities.
6. Except as hereinabove provided no sign of any kind shall be displayed to the Public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or for rent.
7. 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.
8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in a sanitary container kept in such a manner as not to be visible from the street. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Incinerators shall be prohibited.
 9. No noxious, offensive activity shall be carried on any lot described herein, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood for adjoining property owner. To be included are music that exceeds the city's mandated decibel level and no illegal activities with motorized vehicles which includes motor bikes or go-carts for the purpose of drag racing through Lake Barrington streets.
 10. No trucks, trailers, automobiles bearing advertisements or other commercial vehicles shall be stored or parked on the streets except when making delivery. The parking of trailers, boats, vehicles, except passenger automobiles in operating order, will not be allowed on the property unless inside enclosed garage or unless the same is not visible to other property or other roads or streets. Passenger vehicles and automobiles owned by a resident shall be stored or parked on the lot and not on the street
 11. Cooling towers and condensers shall be erected in the rear yard and shall not project into the side yard areas.
 12. Except as hereinafter set forth, fences shall not be erected or placed between the front building line and the front property line. Hedges and shrubbery may be placed or grown in this area but same shall not exceed two (2) feet in height. Bamboo shall not be grown in this area. Side fences, when erected between the front building line and the rear property line, shall not exceed seven (7) feet in height and shall be of a neat and substantial construction. Hedges and shrubbery may be grown along the side or rear property line but same shall not exceed seven (7) feet in height. Bamboo shall not be grown on any side or rear property line.
 13. No one-story, single-family dwelling shall be erected, placed or permitted on any lot, other than a one-story, single-family dwelling having a minimum ground floor area of two thousand (2,000) square feet. For the purpose of this provision, the phrase "floor area is defined to exclude an attached or detached carport or an attached or detached garage and shall also exclude patios or porches.
 14. No two-story, single-family dwelling shall be erected, placed or permitted on any lot other than a two-story, single-family dwelling having a minimum ground floor hundred area of fifteen/(1,500) square feet and a minimum total floor area of two thousand five hundred (2,500) square feet. For the purpose of this provision, the phrase "floor area" is defined to exclude an attached or detached garage and shall also exclude patios or porches.
 15. No building shall exceed thirty-five (35) feet in height. These restrictions will not preclude a split-level house being built on any one lot.
 16. Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover any damages, and may be instituted by anyone in interest or his, her or their designated representative, and particularly by any person or persons owning any property that is subject to these restrictions. It is hereby expressly provided that these restrictions may be enforced as hereinabove provided by any person, firm or corporation who now or in the future owns all or any part of that portion of land situated in Lake Barrington Subdivision, of the LaKrat Tract, in the Third Municipal District of the City of New Orleans and/or by Lake Barrington Homeowners' Association, Inc.
 17. Any notice required to be sent to any owner under the provision of this Agreement shall be deemed to have been properly sent when mailed, postpaid, to that last known address of the person who appears as owner in the records of the Orleans Parish Assessor's Office of Louisiana.
 18. **Deeds of Conveyance of all or any of said lots shall incorporate by reference all of the provisions contained in this document. However, whether or not**

recited in the Deeds of Conveyance, these restrictions shall be binding on every owner of every lot enumerated and described on Page 2 hereof.

19. Invalidation of any one of these restrictions by judgment or court order, shall in no wise affect any of the other provisions, which shall remain in full force and effect.
20. 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 line, or nearer than five (5) feet to the rear lot line, or nearer than five (5) feet to any interior side lot line, except that detached accessory buildings, including detached garages and detached carports, may be located three (3) feet or more from any interior side lot line.
For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building.
21. No lines or hanging devices are allowed for the drying of clothes or other purposes, unless within an enclosure not visible to other property or from any street.
22. Nothing herein contained is intended to prohibit the re-subdivision of any lot or lots subject to these restrictions. In the event that any lot or lots are re-subdivided into one or more lots, the restrictions imposed by this Act shall automatically encumber and apply to the newly created lot or lots and the said restrictions shall automatically cease to encumber and apply to the lot or lots so re-subdivided
23. The only boats permitted to use the lake shown on the plan of subdivision shall be sailboats, row boats, canoes and paddle boats. Only electric motors shall be used for the propulsion of the boats listed above.
24. In addition to the covenants above and restrictions contained in Restrictions 1 through 23, Square B, Lot 3, Square B, Lots 5 through 24, both inclusive, Square B. Lots 26 through 28, both inclusive, and Square B, Lots 30 through 64, both inclusive, shall have the following covenants and restrictions:
 - a. No fence, wall, hedge, or shrubbery, bamboo, building or accessory building (except docks) may be constructed on or within the rear thirty (30) feet of each lot.
 - b. Permitted fences, walls, hedges or shrubbery shall not be erected or placed in the rear yard, unless same is less than five (5) feet in height and unless said fences or walls are not of a completely solid construction.
 - c. All accessory buildings, including without limitation, carports and garages, must be attached to the main building. No detached accessory buildings, including, without limitation, carports and garages shall be erected, placed or permitted to remain on the lots subject to this restriction.

LB
LAKE BARRINGTON

H O M E O W N E R S
A S S O C I A T I O N

CREATION OF HOMEOWNERS ASSOCIATION

ARTICLE TWO

WHEREAS, Developer, Lake Forest, Inc., intends to create a residential community to be known as Lake Barrington Subdivision as shown on annexed Exhibit "A"; and WHEREAS, Developer intends that the said residential subdivision shall include residential lots for sale by the Developer to the public and a Lake and a Home Owner's Park (which Lake and Home Owner's Park will hereinafter be collectively described and referred to as "Common Properties"), which "Common Properties" shall be for the use and benefit of the members of Lake Barrington Homeowners' Association, Inc., a Louisiana non-profit corporation, and which "Common Properties" shall be controlled, administered and managed by the said Association; and WHEREAS, Developer desires to provide for the preservation of values and amenities in the said residential subdivision and for the maintenance and operation of the "Common Properties"; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in the said residential subdivision to create an association to which should be delegated and assigned, **the powers and purposes of owning, operating, maintaining and administering the "Common Properties;" and administering and enforcing the restrictive covenants created by Article One and Two hereof, and collecting and disbursing the assessments and fees hereinafter referred to and** WHEREAS, there has been created a certain non-profit corporation under the name of Lake Barrington Homeowners' Association, Inc., by act passed before Omer F. Kuebel, Jr., Notary Public, dated September 4, 1974, and recorded in the Parish of Orleans in M.O.B. 2240 Folio and in the office of the Secretary of State on September 11, 1974, in the Record of Non-Profit Corporation Book 44 for purposes of exercising the functions aforesaid.

NOW, THEREFORE, in consideration of the benefits accruing to the Lake Barrington Homeowners' Association (hereinafter referred to as "Association") and the future owner or owners of any lot in Lake Barrington Subdivision, the Developer does hereby place the following restrictive covenants, privileges and servitudes on all of the lots, above enumerated on Page 2 hereof, in Lake Barrington Subdivision, which restrictive covenants, privileges and servitudes shall run with the land and shall be binding and ensure voluntarily or involuntarily to the future owners of the said lots or any portion thereof and their heirs, successors, executors, administrators and assigns, which restrictions, privileges and servitudes are as follows, to-wit:

- A. **Every person or entity who is a record title owner of any lot within Lake Barrington Subdivision is granted membership in the "Association.** Each member shall be entitled to the privileges and subject to the obligations as are more fully set out in Articles II, III, IV, V, VI, VII, and VIII, of the Articles of Incorporation of the said "Association," which Articles are as follows;

ARTICLE THREE

The Developer may retain title to the "Common Properties" until such time as, in the opinion of the Developer, the "Association" is able to maintain same, but notwithstanding the provisions hereof Developer covenants for itself, its heirs and assigns that it will convey the "Common Properties" to the "Association" not later than March 1, 1976, subject to all restrictions, servitudes, liens, encumbrances and mineral reservations existing as of said date.

The area containing the "Common Properties" is more fully described as follows:

LAKE

A certain parcel of ground situated in the Third Municipal District of the City of New Orleans, State of Louisiana in Section 25 of the LaKratt Tract (former New Orleans Lakeshore Land Company Subdivision) designated as "Lake" in Lake Barrington Subdivision as shown on a plan of said subdivision registered in C.O.B. 728, Folio 229, and more particularly described as follows:

Commencing at the intersection of the West line of Camberley Drive and the South line of Connaught Drive; thence along the West line of Camberley Drive S 36°-27'-35" E, a distance of 195.92 feet to the North line of Sewerage and Water Board Servitude; thence along the North line of Sewerage and Water Board Servitude S 53°-32'-25" W, a distance of 153.50 feet to the point of beginning;

thence S 36°-27'-35" E, a distance of 702.84 feet to a Point of curve;

thence along a curve to the right having a radius of 100.54 feet, a distance of 78.43 feet to a point of tangent;

thence S 080-14'-17" W, a distance of 223.49 feet;

thence S 09°-09'-52" E, a distance of 75.47 feet;

thence S 09°-00'-01" W, a distance of 145.67 feet;

thence S 53°-20'-40" W, a distance of 120.00 feet;

thence S 85°-18'-34" W, a distance of 232.19 feet;

thence N 88°-40'-27" W, a distance of 95.35 feet;

thence N 70°-56'-33" W, a distance of 94.98 feet;

thence N 65°-17'-30" W, a distance of 48.24 feet;

thence N 48°-01'-27" W, a distance of 97.09 feet;

thence N 42°-52'-43" W, a distance of 56.61 feet;

thence N 34°-18'-05" W, a distance of 60.03 feet;

thence N 26°-40'-54" W, a distance of 120.60 feet;

thence N 29°-12'-19" W, a distance of 323.76 feet; to a point of curve;

thence along a curve to the right having a radius of 207.61 feet, a distance of 311.36 feet to a point of tangent;

thence N 53°-32'-25" E, a distance of 523.07 feet to a point of curve;

thence along a curve to the right having a radius of 26.50 feet, a distance of 41.63 feet to a point of tangent; thence S 36°-27'-35" E, a distance of 16.92 feet to the North line of Sewerage and Water Board Servitude, and the point of beginning.

Containing 18.18002 acres.

HOME OWNERS' PARK

A certain parcel of ground situated in the Third Municipal District of the City of New Orleans, State of Louisiana, in Section 25 of the LaKratt Tract (former New Orleans Lakeshore Land Company Subdivision), designated as Home Owner's Park in Lake Barrington Subdivision as shown on a plan of said subdivision registered in C.O.B. 728, Folio 229, and more particularly described as follows:

Commencing at the intersection of the West line of Camberley Drive and the South line of Connaught Drive; thence along the West line of Camberley Drive S 36°-27'-35" E, a distance of 195.92 feet to the North line of Home Owner's Park and the point of beginning; thence along the North line of Home Owner's Park S 53°-32'-25" W, a distance of 153.50 feet; thence S 36°-27'-35" E, a distance of 50.00 feet; thence N 53°-32'-25" E, a distance of 153.50 feet to the West line of Camberley

Drive, thence along the West line of Camberley Drive N 360-27'-35" W, a distance of 50.00 feet to the North line of Home Owner's park, and the point of beginning. Containing 0.17619 acres.

In consideration of the conveyance of the "Common Properties" to the "Association," the "Association" shall be bound and obligated to the Developer and the members of this "Association" to maintain and operate the "Common Properties" in a clean, safe and sanitary condition.

THUS DONE AND PASSED in my office in the City of New Orleans, State of Louisiana, on the day and date first above written, in the presence of Beverly Lacoste and Lorraine Hogan , competent witnesses, who have here-unto signed their names with said appearer and me, Notary, after due reading of the whole.

LAKE FOREST, INC.

LB LAKE ARRINGTON

H O M E O W N E R S A S S O C I A T I O N

OPERATING AGREEMENT

(BY-LAWS)

ARTICLE II

The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. It is and shall be a non-profit corporation. The purpose for which it is formed is to promote the health, safety and welfare of the residents of Lake Barrington Subdivision, which subdivision is shown and designated on a plan of subdivision by B. L. Carter, C. E., dated November 12, 1973, as revised, comprised of portions of Section 25 and 26 of the LaKrat Tract (former New Orleans Lakeshore Land Company Subdivision), situated in the Third Municipal District of the City of New Orleans, which said plan is registered in C.O.B. 728 Folio 229, Orleans Parish, Louisiana.

The subdivision above described as Lake Barrington Subdivision is herein referred to as "The Properties." In furtherance of the above purposes, the corporation shall have the power to:

- a) Own, acquire, build, operate and maintain recreation parks, lakes, playgrounds, open spaces, landscaped areas, easement areas and other common facilities, including buildings, structures and personal property incident thereto, hereinafter referred to as "Common Properties," all of which shall be operated for the use and benefit of the members of this Association.
- b) Supplement municipal services;
- c) Fix assessments (or charges) to be levied against "The Properties" or any part thereof;
- d) Enforce any and all covenants, restrictions and agreements applicable to "The Properties" or any part thereof; Pay taxes, if any, and insurance on the "Common Properties;" and
- e) Pay taxes, if any, and insurance on the "Common Properties;" and
- f) Insofar as permitted by law, to do any other things that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of "The Properties" or any part thereof.

ARTICLE III

MEMBERSHIP

This corporation is and shall be organized on a membership basis and no shares or certificates of stock shall be issued. Every person or entity who is a record title owner shall be a member of the corporation.

ARTICLE IV

VOTING RIGHTS

- A. A member shall be entitled to one (1) vote for each lot within "The Properties", of which he/she is the record title owner but only to the extent hereinafter set forth in Subsection (b) hereof. When more than one (1) person or entity owns or has an interest in any lot within "The Properties," all such Persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

- B. The Board of Directors shall have the power and authority to take action upon a majority vote of the Directors. Seven (7) Directors, all of whom shall be elected by the membership and shall have the power and authority to take action upon a majority vote of the Directors.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the corporation shall be managed by the Board of Directors. The Board of Directors shall consist of seven (7) Directors to be elected bi-annually at the annual meeting of the membership, and they shall hold office until the election of their successors.

Directors may vote at any directors' meeting by proxy given to any other members of the Board of Directors. A majority of the Directors in person or by proxy shall constitute a quorum, and such a quorum shall be necessary to consider any question that may come before any meeting of the directors. If such a quorum is not present at a duly assembled meeting, a majority of those present may adjourn the meeting from time to time, but not transact any other business until such a quorum is secured. A quorum being present, the affirmative vote of a majority of the directors present shall be necessary to decide any questions. The Board of Directors shall have the power to make, amend or repeal by-laws of the corporation at any regular or special meeting which need not be called for the express purpose of making, amending or repealing by-laws and which meeting may be called, convened and conducted without any notice of the board members for the purpose of the meeting, subject always to the power of the voting members to change the action of the directors.

ARTICLE VI

ASSESSMENTS

The members and the lot upon which said member's membership is based shall be subject to and liable for fees and assessments which shall be assessed by the Board of Directors for the purpose of operating, maintaining and improving the "Common Properties" and otherwise carrying out the purposes of this corporation. Beginning as of January 1, 2012, the regular, annual assessment against each member's lot shall be one-hundred fifty dollars (\$150.00). The annual assessment may be increased or decreased only by a majority in number of total votes of members of the corporation entitled to vote at that time, which said annual assessment shall continue fixed for at least a period of one (1) year and shall continue thereafter until reconsidered and changed by a majority in number of total votes of the members present and entitled to vote at that time.

In addition thereto, by a two-thirds (2/3) in number of total votes of members of the corporation entitled to vote at that time, a special assessment may be levied against the members' lots, and in event of such assessment, written notice shall be sent to all members of the corporation at least thirty (30) days in advance of the meeting on which such a matter will be considered.

If any member shall fail to pay such fees or assessments when due, the Board of Directors may, in addition to the personal action against such member, cause to be recorded against the lot upon which such membership is based, a lien and encumbrance which upon recordation shall take precedence over any subsequently recorded lien and encumbrance bearing against such lot and which shall for all purposes be considered a special mortgage and lien against such lot.

ARTICLE VII

PROPERTY RIGHTS

Each member shall be entitled to the use and enjoyment of the "Common Properties", subject to the Act of Restrictions applicable to "The Properties", these Articles of Incorporation, the by-laws and the rules and regulations adopted by the Board of Directors and subject to any servitudes and/or license agreements encumbering the "Common Properties". Such right of use and enjoyment shall be appurtenant to the right of membership. The "Common Properties" are more particularly described in the Act of Restrictions applicable to the "Common Properties".

Any member may delegate his rights of use and enjoyment in the "common Properties" to the members of his family who reside upon "The Properties" or to any of his tenants who reside thereon, subject to the reasonable rules and regulations adopted by the Board of Directors. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such persons are subject to suspension to the same extent as those of the member.

The Board of Directors and the members of the association shall not make any by-laws, rules, regulations or amendments to this charter which would in any way deny any member the rights and privileges granted to them by these Articles to use and enjoy the "Common Properties" in the same manner as any other member of the association.

ARTICLE VIII

REGISTERED OFFICE OF THE CORPORATION

The location and post office address of the registered office of this corporation is 7240 Camberley Drive, New Orleans, Louisiana, which shall continue as the registered office of the corporation until changed by the Board of Directors in the manner required by law."

- A. Upon failure to pay any fee or assessment referred to or provided for in Article VI of the Articles of Incorporation of the "Association" for a period of sixty (60) days after the same shall have become due, the owner of the said lot (member, of the "Association"), and his family and assigns, may be excluded from all use of the "Common Properties"; and further, the said owner shall be personally liable for such fees and assessments and his lot shall be subject to a lien and encumbrance as provided for in the said Article VI of the Articles of Incorporation of the said "Association".
- B. Any notice required to be sent to any lot owner under the provisions of the Articles of Incorporation of the "Association" shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the owner of the lot in the record of the Orleans Parish Assessor's Office.
- C. Deeds of Conveyance of all or any of the lots in Lake Barrington Subdivision shall incorporate by reference all of the provisions contained in this document. However, whether or not recited in the Deeds of Conveyance, these restrictions shall be binding on every owner of every lot in said subdivision.
- D. Invalidation of any one of these covenants in this Article Two by judgment or court order shall in no wise affect any of the other Provisions which shall remain in full force and effect.
- E. Enforcement of the restrictive covenants in this Article Two shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover any damages, and may be instituted by anyone in interest or his, her, or their designated representative, and particularly by any person or persons owning any property that is subject to these covenants and by Lake Barrington Homeowners' Association, Inc. it is hereby expressly provided that these restrictive covenants may be enforced as hereinabove provided by any person, firm or corporation who now or in the future owns all or any part of a lot situated in Lake Barrington Subdivision in the Third Municipal District of the City of New Orleans.
- F. The restrictions, privileges and servitudes created in this Article Two shall be binding for a period of twenty five (25) years from the date hereof and thereafter as long as the "Association" exists.