

Lake Barrington  
Subdivision  
Reservations  
and  
Restrictions

*Covenant Est. in Year 2023*



HOMEOWNERS  
ASSOCIATION

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**Lake Barrington Homeowners' Association, Inc.**  
**RESOLUTION ESTABLISHING RESERVATIONS,**  
**RESTRICTIONS, TAXES AND ASSESSMENTS**

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Name of Subdivision	Lake Barrington Subdivision
New Orleans, Louisiana	
Number of Lots in Subdivision	203
Number of acres in Subdivision	70.43

**WHEREAS**, in 1973 Developer, Lake Forest, Inc created a residential community to be known as Lake Barrington Subdivision, intending that the residential subdivision include residential lots for sale to the public and a Lake and a Home Owner's Park (which Lake and Home Owner's Park was hereinafter collectively described and referred to as "Common Properties"), which "Common Properties" are 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**, a certain non-profit corporation was created 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; and

**WHEREAS**, the original covenants and restrictions imposed by the Developer on September 10, 1974 expired under their own terms on September 10, 2019; and

**WHEREAS** Lake Barrington Homeowners' Association, Inc. desires to continue to provide for the preservation of values and amenities in the Lake Barrington subdivision and for the maintenance and operation of the "Common Properties" through the establishment of new reservations and restrictive covenants to apply to all lots within the Lake Barrington subdivision; and

**WHEREAS**, Lake Barrington Homeowners' Association, Inc. deems it desirable for the efficient preservation of the values and amenities in the Lake Barrington residential subdivision to continue said association's owning, operating, maintaining and administering the "Common Properties;" and administering and enforcing the reservations and restrictive covenants created by Article One and Two hereof, and collecting and disbursing assessments and fees hereinafter referred to; and

**WHEREAS**, in accordance with the requirements of La R. S. 9:1141.6 B(1), and by an affirmative vote of at least three quarters ( $\frac{3}{4}$ ) of the lot owners of the Lake Barrington subdivision said lot owners did approve the reservation and restrictive covenants set forth in Articles One and Two hereof; and

**WHEREAS** the Lake Barrington Homeowners' Association, Inc. wishes to create and put into effect the following reservation and covenant restrictions for the Lake Barrington subdivision set forth in Articles One and Two hereof, to continue providing for the preservation of values and amenities in the subdivision, for security measures for the subdivision, for the maintenance and operation of any remaining common properties (as identified herein), and for administering and enforcing the restrictive covenants and assessment created herein,

**NOW, THEREFORE**, in consideration of the benefits accruing to the Lake Barrington Homeowners' Association (hereinafter referred to as "Association") and the current and future owner or owners of any lot in Lake Barrington Subdivision, the Association, do hereby place the following reservations, restrictive covenants, privileges and servitudes on all of the lots in Lake Barrington Subdivision, which restrictive covenants, privileges and servitudes shall run indefinitely 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 reservations, restrictions, privileges and servitudes are as follows:

## **ARTICLE ONE**

### **I. RESERVATIONS**

- 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. The purchaser or owner of any lot in the subdivision hereby assumes the obligation to the City of New Orleans to install sidewalks on the lot or lots he or she purchases in accordance with the bonds and plans and specifications for same that vendor has filed with the City Planning Commission. This restriction is enforceable by the City of New Orleans and the Lake Barrington Homeowners' Association.
- 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:
  - a. The utility servitudes or easements on each lot as shown on the plan of subdivision registered in COB 728, folio 229, Orleans Parish, Louisiana;
  - b. 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.
  - c. The following beneficial property restrictions which are enforceable by each lot owner in the subdivision:
- C. The original vendor of Lake Barrington Subdivision, originally reserved unto itself, its successors and assigns, and excepts from transfer, all of the oil, gas and other minerals, in, under and which may be produced from the property herein 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 or its successors and assigns.

## II. RESTRICTIONS

The following restrictions shall apply to all properties within the Lake Barrington Subdivision, unless otherwise indicated, shall run with the land, and shall be binding on all parties and persons claiming ownership of them in perpetuity, 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 for more than one (1) single-family dwelling (defined as “a residence or abode of a single person or family unit”) 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 Comprehensive Zoning Ordinances (CZOs) and statutes of the City of New Orleans, 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 professional occupations; and provided further that no home occupation shall be permitted in any accessory building and/or 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. No trade or business, or profession of any kind shall be carried out upon any residential lot which may become an annoyance or a nuisance to the neighborhood.
6. 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.
7. Except as hereinabove provided, no sign of any kind shall be displayed in 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 lease, where ‘lease’ is defined as a contract for occupancy between property owner(s) and temporary occupant(s) for possession of the property for a period of 6 consecutive months or greater.
8. 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.

9. 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.
10. 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 and/or for adjoining property owner. This includes, but is not limited to, 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.
11. With the exception of passenger automobiles in operating order, 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, motorbikes, recreational vehicles (RVs), or any motorized vehicle in non-working 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 not be routinely stored or parked on the street but parked or stored on owner's property in accordance with all City of New Orleans zoning ordinances (CZO) addressing parking in districts zoned as 'Single Family Residential'. Any vehicle temporarily parked in subdivision public right-of-ways shall be parked in accordance with State of Louisiana parallel parking laws.
12. Cooling towers and condensers shall be erected in the rear yard and shall not project into the side yard areas or be visible from the street.
13. 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 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.
14. Improvements to all properties contained within the boundaries of Lake Barrington subdivision shall adhere to the following restrictions including:
  - a) 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 de-fined to exclude an attached or detached carport or an attached or detached garage and shall also exclude patios or porches.
  - b) 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.
  - c) 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.

- d) 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.
  - e) Exterior façades of all dwellings viewable from the public right-of-way shall be built with materials comparable to those used throughout the subdivision. Vinyl siding is prohibited from being used on an exterior wall façade that may be viewable from the public right-of-way. In lieu of vinyl, Hardy Board or other cement board product of similar durability may be used.
  - f) For existing dwellings, vinyl siding attached to side 1 and side 2 façades may be repaired or replaced. The installation of vinyl siding on exterior façades of dwellings viewable from the public right-of-way and on surfaces where no vinyl siding has previously been attached is prohibited.
  - g) Dwellings elevated above ground level shall be properly skirted from all views open to the public right-of-way. The skirting material shall be a material comparable to the other building materials used on the dwelling. The following shall be prohibited materials for skirting for a façade viewable from the public right-of-way: Any woven lattice, plywood sheets, unpainted CMU blocks, and vinyl panels.
  - h) All front yard driveways and walkways must be either paved, stamped, tiled, or fabricated in a similar manner with the final surface affixed in position. Gravel, chert, or any other similar loose stones shall be prohibited from being used as driveways and walkways in the front yard.
15. Any property owner(s) seeking a conditional use permit, zoning waiver or zoning variance shall provide written notification via e-mail ([lakebarringtonnola@gmail.com](mailto:lakebarringtonnola@gmail.com)) to the Boards of Directors of the Lake Barrington Homeowners Association and Lake Barrington Subdivision Improvement District Commission at the time of issuance of the request to the City of New Orleans.
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 provision included in the 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 LaKratt 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 provisions of this Agreement shall be deemed to have been properly sent when mailed, postpaid, or hand delivered by a duly authorized contracted representative of the Lake Barrington Homeowners Association or Lake Barrington Subdivision Improvement District Commission to the last known address of the person who appears as 'property owner(s)' 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 within this document.
19. Invalidation of any one of these restrictions by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.
20. 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.
21. 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.
22. 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.
23. 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.
24. Any dwelling within the bounds of the Lake Barrington subdivision operating as a short-term rental unit must be in compliance with restrictions stipulated in the short-term rental 'General and Residential Standards' found within the Comprehensive Zoning Ordinances of the City of New Orleans and in compliance with the following restrictions established by the Lake Barrington Homeowners Association:
  - a) An owner-occupied property with a current owner's homestead exemption and with the short-term rental operator exclusively being the property owner(s) who comprise 50% or greater ownership of the property.
  - b) A short-term rental permit secured prior to operation with established proof of owner occupancy fulfilled by submission of proof to the Department of Safety and Permits.
  - c) The approved short-term rental permit shall be prominently displayed on the front facade of the property in a location clearly visible from the street during all periods of occupancy and contain the permit number, the contact information for the owner/operator, the permit type and the bedroom and occupancy limit.

- d) With the exception of the required permit, no additional signage shall be placed on the exterior of the property advertising or identifying the property as a short-term rental or Bed & Breakfast.
  - e) No short-term rental can be operated outdoors, in an accessory structure, or in a recreational vehicle on any property within the subdivision.
  - f) It shall be prohibited that any accessory building or attached or detached garage may be leased, or sub leased.
25. There shall be no lease, sublet, long-term rental or short-term rental of any dwelling/property within the Lake Barrington subdivision by the property owner or any duly designated representative of the property owner for the purpose of a ‘special event’ with admission fees and/or the sale of alcohol.
26. Any event held by a resident of the subdivision where City of New Orleans Zoning ordinances require a ‘special event’ permit and/or a paid security detail shall give notification of the event via e-mail ([www.lakebarringtonnola.org](http://www.lakebarringtonnola.org)) or USPS mail to the Board of Directors of the Lake Barrington Homeowners Association and to be receipted within 72 hours of the scheduled event.

### III. Assessment

The City of New Orleans imposes a real estate tax, and the State of Louisiana imposes a real estate tax on each property in the subdivision. City and State taxes are assessed annually, the owners agree that, in addition to the ordinarily assessed City and States taxes, the City of New Orleans will annually assess and collect for the Lake Barrington Homeowner’s Association, a special taxing district assessment as approved by a majority of the registered voters within the subdivision during a City-coordinated election called for this purpose or, alternatively, pursuant to the requirements established by existing City and/or State laws.

The Board of Directors of the Lake Barrington Homeowners Association will follow applicable City and State requirements to have the City assess and renew the special tax assessment. The managing board of the special taxing district, identified as the “Lake Barrington Subdivision Improvement District Commission” will request annual collection of the special tax assessment by the City of New Orleans, disbursement of the special tax funds from the City, and millage the funds once disbursed to it by the City.

### IV. Cost Assessment

Without prejudice to its right to seek relief through any applicable Court or administrative proceeding, the Board of Directors of the Lake Barrington Homeowners Association may, in its discretion, assess an owner with the costs, including attorney's fees, it incurs to address an owner's violation(s) of the Restrictions herein. If an owner fails to pay the costs, the Lake Barrington Homeowners Association may place a lien on the property for said costs.

## **ARTICLE TWO**

### **1. Subdivision property boundaries (as delineated in the attached Exhibit “A”)**

Lake Barrington Subdivision’s boundaries are as shown on a plan of the Lake Barrington Subdivision 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. 728, Folio 229, Orleans Parish, Louisiana.

It is bounded on the North by Morrison Road; on the East by Berg Canal; on the South by I-10 Service Road; and on the West by Wright Road

2. **Easements and Servitudes**

Utility servitudes or easements on each lot as shown on the plan of subdivision registered in COB 728, folio 229, Orleans Parish, Louisiana;

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.

Submitted to Propertyowners for Approval

**CERTIFICATE**

I,           Lourdes B. Landrum           being the duly elected, qualified Secretary of the Lake Barrington Homeowners' Association, Inc., a Louisiana corporation, do hereby certify that attached hereto is a true and correct copy of the Resolution duly and legally adopted by a quorum and majority of Board of Directors of said corporation, and that said Resolution are in full force and effect without change or modification of the date hereof.

In witness whereof I have hereunto affixed my signature and seal of the corporation on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signature:

\_\_\_\_\_  
Print:

THUS DONE AND PASSED, in the City of Orleans, State of Louisiana, in the presence of two competent witnesses, who have hereunto set their names with said appearer and me, Notary, after due reading of the whole.

Witnesses:

\_\_\_\_\_  
Print:

\_\_\_\_\_  
Print:

\_\_\_\_\_  
NOTARY