

STATE OF LOUISIANA

GOOD NEIGHBOR AGREEMENT AND

PARISH OF ORLEANS

RESTRICTIVE COVENANTS

Be it known that on the dates set forth below, before me, the undersigned notaries public, duly commissioned and qualified for the parish and state aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

_____ (TIN xx-xxx____) ("Owner"), a _____, whose permanent mailing address is _____, herein represented by and appearing through its sole member;

_____ ("Tenant/Operator") (TIN xx-xxx____), a _____, State of Louisiana, whose permanent mailing address is _____; and

_____ Association (TIN _____) ("ASSOCIATION") a Louisiana non-profit corporation, whose permanent mailing address is _____, represented herein by and appearing through its duly authorized undersigned representative;

Who declared and acknowledged as follows:

WHEREAS, Owner is the owner of the certain property located at _____, _____ (the "Restricted Property").

WHEREAS, Owner has leased the Restricted Property to Tenant/Operator.

WHEREAS, Tenant/Operator proposes to operate a _____, on the _____ floor of the Restricted Property. The Restricted Property is located in the _____ District.

WHEREAS, Tenant/Operator has submitted an application for a _____ to permit the _____ on the Restricted Property with meals in a _____ Neighborhood District (the "Conditional Use"). The application bears zoning docket No. _____ (the "Application").

WHEREAS, the _____ is a neighborhood association within whose boundaries the Restricted Property is located. (ADD OTHER NEIGHBORHOOD ASSOCIATION

WHEREAS, the _____ ASSOCIATION (and _____) met with Owner and Tenant/Operator concerning the intended operation of Tenant/Operator within the boundaries of the _____ ASSOCIATION, and the _____ ASSOCIATION agrees that it will not oppose the request for _____ in exchange for execution of this

Agreement by Owner and Tenant/Operator and the imposition of certain Restrictive Covenants (as defined herein) on the Restricted Property as set forth herein. The request for the ABO permit is solely for the _____ as set forth above.

WHEREAS, Owner, Tenant/Operator and the _____ ASSOCIATION desire to enter in this Agreement and establish the Restrictive Covenants that will affect the business activities and operation of Tenant/Operator, as well as any future owners and operators of the Restricted Property.

WHEREAS, the request by Tenant/Operator to the appropriate state and city agencies for the actual issuance of the _____ permit for the _____ similarly will not be opposed by _____ in exchange for the establishment of and the compliance with the Restrictive Covenants by Owner and Tenant/Operator, its successors and assigns, including the covenant which will require Restrictive Covenants to be included as provisos in any conditional use permit issued and ordinance approved in relation to the Restricted Property.

WHEREAS, the parties agree and understand that the Restrictive Covenants will allow Tenant/Operator to operate a _____ and not to cause undue, late night or inappropriate operations with the attendant problems of noise, litter, _____, etc. for adjoining _____ District (and other neighborhood) neighborhood residents.

NOW, THEREFORE, in consideration of the mutual benefits to the Restricted Property, the _____ Association, the _____ neighborhood (add other neighborhood) and the _____ corridor, the other covenants and agreements expressed herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, Tenant/Operator and the _____ Association hereby establish, dedicate and impose the following use restrictions affecting the Restricted Property for the benefit of the Association and the _____ neighborhood (add other neighborhood assoc.), which use restrictions shall run with the land and be binding in any future owner or owners of the Restricted Property and their Tenant/Operators (individually, collectively and interchangeably, the "Restrictive Covenants"):

1. The foregoing recitals are true and correct and incorporated herein.

2. Use Defined. Tenant/Operator and Owner agree that Tenant/Operator's use of the Restricted Property (the "Use") shall be in a manner consistent with both (i) Tenant/Operator's conditional use application and the conditional use permit issued by the City of New Orleans, including the provisions issued by the City Planning Commission, and (ii) each of the following conditions:

(a) Tenant/Operator shall maintain on a daily basis a clean sidewalk area in front and on the sides and rear of the Tenant/Operator's portion of the Restricted Property that is kept free from trash, debris and obstruction.

(b) Tenant/Operator shall not seek a video poker license and shall not allow the operation of video poker or other wagering, gaming or gambling operations or equipment on the Property.

(c) Tenant/Operator shall operate, during all hours of operation of the Property, a _____ complete with staff on the Restricted Property using a full program similar in nature to the program proposed at the time of the Application and attached hereto as Exhibit A and made part hereof.

(e) Tenant/Operator shall serve alcoholic beverages only in conjunction with table service of meals. The use of "to-go" cups for all alcoholic beverages shall be prohibited.

(f) Tenant/Operator shall not play, or allow to be played, any recorded music or excessive noise that will be audible outside of the building and there shall be no live (amplified) music or entertainment allowed at any time.

(g) Tenant/Operator agrees that all signage visible from the exterior of the building will not be back-lit, illuminated or of a neon nature and that promotional signage will not be visible from the sidewalk through the windows or any façade of the building. Tenant/Operator further agrees that the all exterior signage must meet with the approval of the Historic District Landmarks Commission and be appropriately scaled for the _____ Street corridor.

(h) Hours of operation shall be limited to 11:00 am until 10:00 pm Sunday through Thursday and 11:00 am until 11:00 pm on Friday, and Saturday. ???

(k) Tenant/Operator agrees that the facility shall not be used as a reception hall or for any other purpose other than the stipulated program of the _____ (name of entity/program)

(l) Tenant/Operator shall provide daily dumpster and/or trash pickup and litter abatement program, including the daily cleaning of sidewalks. Dumpster(s) shall be placed in the rear of the property and located out of site of neighbors, and shall be screened from all abutting properties with a 6-foot high, opaque fence.

(n) The zoning district maps shall not be changed for the Restricted Property until this instrument has been recorded against the Restricted Property limiting the operations conducted on the Restricted Property as set forth herein.

3. Owner agrees to comply with any additional conditions or provisions required to be complied with by the City Council in any ordinance or conditional use permit or Zoning waiver approved in connection with the zoning change affecting the Restricted Property.

4. Owner, Tenant/Operator and the _____ Association hereby declare that by the recordation of this Agreement in the conveyance records of Orleans Parish, Louisiana the Restricted Property shall be held, sold, conveyed, developed, leased and operated subject to the Restrictive Covenants, all of which are reasonable in scope, are economically justifiable and are for the reasonable purposes of imposing upon the Restricted Property a general plan and scheme for the common good of the overall protection and enhancement of the value and desirability of the Restricted Property, the _____ neighborhood, and the _____ Association. The agreements, including the Restrictive Covenants, set forth herein shall run with the Restricted Property, and each and every portion thereof, as covenants running with the land as provided in Louisiana Civil Code §650 et. seq., shall be binding upon Restricted Property, future owners, future tenant/operators and any persons, corporations or entities having or acquiring any right, title, interest or estate in and to the Restricted Property or any portion thereof, and their respective successors and assigns and shall inure to the benefit of the Garden District neighborhood and shall be enforceable by the Association and by any persons, corporations or entities having or acquiring any right, title, interest or estate in and to the property located in the Garden District neighborhood or the _____ neighborhood, or any portion thereof, and their respective successors and assigns.

5. By acceptance of a deed or by acquiring any right, title, interest or estate, including, without limitation, a leasehold estate whether verbal or written, in or to the Restricted Property, or any portion thereof, each person or entity for himself, herself or itself, his, her or its successors, heirs, transferees, representatives and assigns, hereby agrees that the Restricted Property or such portion thereof as to which such person or entity is acquiring any right, title, interest or estate shall be owned and held subject to each and all of the provisions, covenants, conditions and restrictions now or hereafter imposed by this Agreement, including, with limitation, the Restrictive Covenants. In addition, such person or entity by so doing thereby acknowledges that this Agreement is reasonable in scope, is economically justifiable and sets forth the general plan and scheme for the common good of the overall protection and enhancement of the value and desirability of the Restricted Property and _____ neighborhood, and thereby evidences, his, her or its intent that all of the covenants, conditions and restrictions contained herein, including, without limitation, the Restrictive Covenants, shall run with the land as provided in Louisiana Civil Code §650, et. seq., shall burden the Restricted Property and shall be binding upon them and shall inure to the benefit of the _____ neighborhood and be enforceable by the _____ ASSOCIATION and other persons as set forth herein.

6. Both Owner and Tenant/Operator agree any deed or conveyance of any right, title, interest or estate, including, without limitation, a leasehold estate in the Restricted Property, shall contain an acknowledgment by every party thereto that the Restricted Property is subject to this Agreement and an express agreement by such transferee or lessee to be bound by this Agreement; however, the failure of any such party to make such acknowledgment shall not abrogate, encumber or otherwise diminish, in any way, any right or restriction contained herein.

7. It is specifically understood and agreed upon by Owner and Tenant/Operator that if any one of the Restrictive Covenants and other provisions set forth herein is not complied with by Owner and Tenant/Operator, in addition to all other remedies available at law or set forth herein, the _____ Association and other persons, as set forth herein, may, in its or their sole discretion, seek injunctive relief against Owner or Tenant/Operator, or its respective successors-in-interest, or may petition for suspension of the ABO permit, but only after Tenant/Operator has received written notice of the violation and has not cured same within thirty (30) days of such notice; provided, however, that no notice shall be required if Tenant/Operator has received more

than three (3) written notices of violations within any calendar year. It is specifically and expressly agreed by Owner, Tenant/Operator and the _____ Association that this Agreement gives the right to _____ Association and other persons, as set forth herein, specifically to bring an action for injunctive relief against Owner or Tenant/Operator or any one or more of them or their successors-in-interest for violation of this Agreement.

8. Each of Owner and Tenant/Operator agree that it shall comply with the Conditional Use Permit received from the City of New Orleans and shall provide a copy to the _____ ASSOCIATION. Each of Owner and Tenant/Operator further agrees that the Conditional Use Permit shall not be utilized for any use other than the use contemplated herein, a full-service restaurant. Should Tenant/Operator or its successors or assigns materially deviate from the use of the Restricted Property as a full-service restaurant as set forth herein, each of Owner and Tenant/Operator expressly agrees and stipulates that, the right of Owner and Tenant/Operator or their respective successors or assigns to operate pursuant to the Conditional Use Permit shall automatically terminate. Each of Owner and Tenant/Operator expressly stipulates and agrees that _____ ASSOCIATION and other persons as set forth herein shall have standing and authority to enforce by injunction or specific performance, the terms of this Agreement.

9. Notices. Any notice or demand which, by provision of this Agreement, is required or permitted to be given or served on Owner, Tenant/Operator or _____ Association shall be deemed to have been sufficiently given and served for all purposes if made to the following addresses (by certified mail) or fax numbers, with receipt deemed to have occurred on the third business day following mailing or on the day the notice is transmitted by fax, as evidenced by a written confirmation of successful transmission:

Owner:

Telephone No.: _____

Tenant/Operator:

Telephone No.: _____

ASSOCIATION:

_____, Executive Director
On behalf of _____ Association
Address
New Orleans, Louisiana _____
Fax No.: (504) _____
Telephone No.: _____

Any party may change its address for notice purposes by written notice to the other parties.

10. This Agreement may not be changed, waived, discharged or terminated other than by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. No course of dealing on the part of a party, its officers, employees, consultants or agents, nor any failure or delay by a party with respect to exercising any of its rights, powers or privileges under this Agreement shall operate as a waiver thereof. The rights and remedies under this Agreement shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy. This Agreement shall bind and, as applicable, inure to the benefit of the parties' successors and assigns. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signature of all parties hereto be contained on any one counterpart hereof; each counter part shall be deemed an original, but all of which together shall constitute one and the same instruments.

11. This Agreement shall terminate when the Consolidated Use Permit and the ABO license for the Restricted Property terminate.

SIGNATURE PAGES FOLLOW

THUS DONE, SIGNED AND PASSED by Owner at New Orleans, Louisiana on the ___ day of _____, 20____ in the presence of the undersigned competent witnesses and me, notary, after due reading of the whole.

WITNESSES:

OWNER:

Print Name: _____

By: _____
Name: _____
Title: Sole Member

Print Name: _____

NOTARY PUBLIC

Print Name: _____
Bar/Commission No.: _____
My Commission Expires: _____

THUS DONE, SIGNED AND PASSED by Tenant/Operator at New Orleans, Louisiana
on the ___ day of _____, 20___ in the presence of the undersigned competent witnesses and
me, notary, after due reading of the whole.

WITNESSES:

Print Name: _____

Print Name: _____

TENANT/OPERATOR:

By: _____
Name: _____
Title: _____

NOTARY PUBLIC

Print Name: _____
Bar/Commission No.: _____
My Commission Expires: _____

THUS DONE, SIGNED AND PASSED by _____ ASSOCIATION at New Orleans, Louisiana on the ___ day of ___, 20_____ in the presence of the undersigned competent witnesses and me, notary, after due reading of the whole.

WITNESSES:

_____ **ASSOCIATION:**

_____ **ASSOCIATION**

Print Name: _____

By: _____

Name: _____

Title: President

Print Name: _____

NOTARY PUBLIC

Print Name: _____

Bar/Commission No.: _____

My Commission Expires: _____

NOTARY PUBLIC

Print Name: _____
Bar/Commission No.: _____
My Commission Expires: _____