



TWO (2) CERTAIN LOTS OF GROUND, situated, lying and being in the Village of Marrero, Parish of Jefferson, State of Louisiana, in that part thereof known as PLANTATION ESTATES, being designated as LOTS 54 and 55 in SQUARE ONE (1), thereof, in accordance with the plan by J. J. Krebs & Sons, Inc., Civil Engineers & Surveyors, dated at Metairie, Louisiana, August 15, 1978, revised September 25, 1978, approved by the Jefferson Parish Council under Ordinance No. 13610, adopted October 18, 1978, as amended and corrected under Ordinance No. 13685, adopted December 20, 1978, which Ordinances are registered, respectively, in COB 941, FOLIO 845, and in COB 945, FOLIO 17, of the Conveyance Records of the Parish of Jefferson, State of Louisiana;

SEVENTY-ONE (71) CERTAIN LOTS OF GROUND, situated, lying and being in the Village of Marrero, Parish of Jefferson, State of Louisiana, in that part thereof known as PLANTATION ESTATES, being designated as LOTS 56 through and including 76 of SQUARE ONE (1), LOTS 26 through and including 42 of SQUARE THREE (3), LOTS 12 through and including 24 of SQUARE EIGHT (8), LOTS 14 through and including 22 of SQUARE ELEVEN (11) and LOTS 1, 2 and 27 through and including 35 of SQUARE TWELVE (12), thereof, in accordance with the plan by J. J. Krebs & Sons, Inc., Civil Engineers & Surveyors, dated at Metairie, Louisiana, September 5, 1980, approved by the Jefferson Parish Council under Ordinance No. 14640, adopted March 10, 1981, registered in COB 999, FOLIO 788, official records of the Parish of Jefferson, State of Louisiana.

BEING A PORTION OF THE SAME PROPERTY, which was acquired by Marrero Land and Improvement Association, Limited, from Joseph Gitzinger, by act before Joseph D. Taylor, late Notary Public of Orleans Parish, dated February 20, 1905, registered in COB 24, FOLIO 293, of the Conveyance Records of the Parish of Jefferson, State of Louisiana;

and that, in order to preserve the natural beauty and to protect, conserve and enhance the values and amenities of the aforescribed subdivided property, to assure its best use and most appropriate development, and to prevent the design and construction of inappropriate and/or incompatible buildings and improvements; and in pursuance of a general development plan governing building standards, specified uses, and improvements, said Developer has imposed heretofore certain Building Restrictions and Protective Covenants on adjacent subdivided properties being developed by Developer by act passed before N. Buckner Barkley, Jr., Notary Public, dated October 11, 1979, registered in COB 967, FOLIO 668, and availing itself of the privilege and right set forth therein by paragraph TERM (B) on Page 3-4 thereof, desires to impose and hereby imposes, on the above described properties, all of the terms, provisions and conditions of the aforesaid Building Restrictions and Protective Covenants dated October 11, 1979, registered in COB 967, FOLIO 668, to be co-extensive and co-terminous herewith, save and except only the following specific terms, provisions and conditions, to-wit:

SET BACK

No single-family residential dwelling shall be sited on any lot(s) nearer to the front lot line of such lot(s) other than as follows:

No nearer than twenty-five (25') feet to the front lot line(s) of the following lots:

SQUARE ONE (1):

LOTS 47-A, 49-A, 50-A, 51-A, 53-A, 54, 55, 56, 57, 58, 66, 67, 68, 69, 70, 71, 72, 73, 74 and 75.

SQUARE THREE (3):

LOTS 26, 27, 28, 29, 30, 34, 35, 36, 37, 38, 39, 40, 41 and 42.

SQUARE ELEVEN (11):

LOTS 15, 16, 17, 18, 19, 20, 21 and 22.

SQUARE TWELVE (12):

LOTS 1 and 2.

No nearer than twenty (20') feet to the front lot line(s) of the following lots:

SQUARE ONE (1):

LOTS 59, 60, 61, 62, 63, 64, 65 and 76.

SQUARE THREE (3):

LOTS 31, 32 and 33.

SQUARE EIGHT (8):

LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24.

SQUARE ELEVEN (11):

LOT 14.

SQUARE TWELVE (12):

LOTS 27, 28, 29, 30, 31, 32, 33, 34 and 35.

RESIDENTIAL SIZE

The minimum ground floor, upper floor, and combined ground and upper floor area of the main residential dwelling, excluding open porches, garages, carports, terraces, driveways and servants' quarters, for the lots hereinafter identified, are as follows:

1. Not less than two thousand five hundred (2,500) square feet for a single floor residential dwelling, nor less than two thousand (2,000) square feet for the ground floor of a residential dwelling of more than one (1) floor; provided, however, that in no event shall the combined square footage of a residential dwelling of more than one (1) floor be less than three thousand (3,000) square feet for the following lots:

SQUARE ONE (1):

LOTS 47-A, 49-A, 50-A, 51-A, 53-A, 54, 55, 56, 57, 58, 66, 67, 68, 69, 70, 71, 72, 73, 74 and 75.

SQUARE THREE (3):

LOTS 26, 27, 28, 29, 30, 34, 35, 36, 37, 38, 39, 40, 41 and 42.

SQUARE ELEVEN (11):

LOTS 15, 16, 17, 18, 19, 20, 21 and 22.

SQUARE TWELVE (12):

LOTS 1 and 2.

2. Not less than two thousand two hundred (2,200) square feet for a single floor residential dwelling, nor less than one thousand eight hundred (1,800) square feet for the ground floor of a residential dwelling of more than one (1) floor; provided, however, that in no event shall the combined square footage of a residential dwelling of more than one (1) floor be less than two thousand seven hundred (2,700) square feet for the following lots:

SQUARE ONE (1):

LOTS 59, 60, 61, 62, 63, 64, 65 and 76.

SQUARE THREE (3):

LOTS 31, 32 and 33.

SQUARE EIGHT (8):

LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24.

SQUARE ELEVEN (11):

LOT 14.

SQUARE TWELVE (12):

LOTS 27, 28, 29, 30, 31, 32, 33, 34 and 35.

#### PERIMETER FENCE

The purchaser(s) of any of the lots hereinafter described in this paragraph, by acceptance of a deed or contract covering any such lot(s) shall be deemed to have acknowledged that a perimeter fence has been constructed and completed by the Developer, at its sole cost and expense, on and along the rear westerly property lines of LOTS 47-A, 49-A, 50-A, 51-A, 53-A, 54 and 55 in SQUARE ONE (1); as shown on the aforementioned plans of J. J. Krebs & Sons, Inc., and further, said purchaser(s), for themselves, their successors and assigns, shall be deemed to have covenanted and agreed that they shall, at all times and at their sole cost and expense, maintain, repair and/or restore that portion of said perimeter fence constructed on their lot(s). In the event the aforesaid owner(s) fails or refused to maintain and/or effect the necessary maintenance of, repairs to, or restoration of, said perimeter fence within thirty (30) days following written notice by the Developer to do so, the Developer shall have, and reserves, the right and authority, and a servitude, to enter onto said lot(s), perform all necessary maintenance, and/or repairs or restoration, and charge said owner(s) for the reasonable cost thereof, which cost shall constitute a lien and privilege in favor of the Developer and against such lot(s).

THUS DONE AND PASSED in my office in the Parish of Jefferson, on the day, month and year herein first written, in the presence of the undersigned competent witnesses, residents of the Parish of Jefferson, State of Louisiana, who hereunder subscribe their names with the said appearer, and me, Notary, after due reading of the whole. WITNESSES: MARRERO LAND AND IMPROVEMENT

ASSOCIATION, LIMITED

BY: /s/ N. Buckner Barkley, Jr.  
N. BUCKNER BARKLEY, JR.  
PRESIDENT

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/s/ Blaine McMahon  
NOTARY PUBLIC

Footnote: Beginning in 1997, the "Developer" shall now be known as "The Plantation Estates Community Association Board of Directors".