

thereof, in accordance with the plan by J. J. Krebs & Sons, Inc., Civil Engineers & Surveyors, dated at Metairie, Louisiana, June 17, 1985, revised December 27, 1985, approved by the Jefferson Parish Council under Ordinance No. 16521, adopted August 7, 1985, as amended and re-enacted by Ordinance No. 16818, adopted March 19, 1986, which Ordinances are registered respectively in COB 1322, FOLIO 92 and in COB 1449, FOLIO 198, of the Conveyance 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 by act passed before Blaine McMahon, Notary Public, dated September 16, 1981, registered in COB 1011, FOLIO 939, 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 NINE (9):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 21 and 22.

SQUARE ELEVEN (11):

LOTS 8, 9, 10, 23, 24 and 25.

SQUARE TWELVE (12):

LOTS 3, 4, 5 and 6.

SQUARE SIXTEEN (16):

LOTS 15 and 16.

SQUARE SEVENTEEN (17):

LOTS 14, 15, 16, 17 and 18.

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

SQUARE EIGHT (8):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11.

SQUARE NINE (9):

LOTS 12, 13, 14, 15, 16, 17, 18, 19 and 20.

SQUARE TEN (10):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22.

SQUARE ELEVEN (11):

LOT 1, 2, 3, 4, 5, 6, 7, 11 and 12.

SQUARE TWELVE (12):

LOT 7.

SQUARE FIFTEEN (15):

LOTS 1, 2, 3, 4, 5, 6, 7, 8 and 9.

SQUARE SIXTEEN (16):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14.

SQUARE SEVENTEEN (17):

LOTS 1 and 13.

SQUARE EIGHTEEN (18):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 37 and 38.

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 NINE (9):

LOTS 1, 2, 3, 4, 5, 6 and 22.

SQUARE SIXTEEN (16):

LOTS 1, 15 and 16.

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 EIGHT (8):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11.

SQUARE NINE (9):

LOTS 7, 8, 9, 10, 11, 12, 14, 15, 16 and 21.

SQUARE EIGHT (10):

LOTS 1, 2, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22.

SQUARE ELEVEN (11):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 23, 24 and 25.

SQUARE TWELVE (12):

LOTS 3, 4, 5, 6 and 7.

SQUARE SIXTEEN (16):

LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14.

SQUARE SEVENTEEN (17):

LOTS 1, 13, 14, 15, 16, 17 and 18.

SQUARE EIGHTEEN (18):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 37 and 38.

3. Not less than two thousand (2,000) square feet for a single floor residential dwelling, nor less than one thousand seven hundred (1,700) 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 five hundred (2,500) square feet for the following lots:

SQUARE NINE (9):

LOTS 13, 17, 18, 19 and 20.

SQUARE TEN (10):

LOTS 3, 4, 5, 6, 7 and 8.

SQUARE FIFTEEN (15):

LOTS 1, 2, 3, 4, 5, 6, 7, 8 and 9.

PERIMETER FENCE

The purchaser(s) of any of the lot(s) 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 or will be constructed and completed by the Developer, at its sole cost and expense, on and along the rear easterly property lines of LOTS 1, 2, 3, 4, 5, 6, 7, 8 and 9 in SQUARE FIFTEEN (15); 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 refuses 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).

SATELLITE GROUND STATIONS

No "satellite dish" or other ground station equipment for receiving satellite transmissions shall be placed and maintained on any lot(s) unless located in the rear yard and enclosed by a solid opaque fence of a minimum of six feet (6') in height.

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

/s/ Teresa Lomonaco
TERESA LOMONACO
PRESIDENT

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

_____/s/ Letty LeBlanc_____
LETTY LeBLANC

/s/ Blaine McMahon
NOTARY PUBLIC

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