



Surveyors, dated at Metairie, Louisiana, June 17, 1985, revised December 27, 1985, approved by 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; and LOTS 8A, 9A, 10A and 11A, of SQUARE TWELVE (12), thereof, in accordance with the plan of J. J. Krebs & Sons, Inc., dated at Metairie, Louisiana, March 7, 1986, approved by the Jefferson Parish Council under Ordinance No. 16875, adopted April 30, 1986, which Ordinance is registered in COB 1469, FOLIO 232, of the Conveyance Records of the Parish of Jefferson, State of Louisiana;

BEING A PORTION OF THE SAME PROPERTY which was acquired by Developer 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, by act passed before Blaine McMahon, Notary Public, dated September 16, 1981, registered in COB 1011, FOLIO 939, and by act passed before Blaine McMahon, Notary Public, dated April 18, 1986, registered in COB 1451, FOLIO 1, 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 FOURTEEN (14):

LOTS 1 and 2.

SQUARE SEVENTEEN (17):

LOTS 5, 6, 7 and 8.

SQUARE EIGHTEEN (18):

LOTS 31 and 34.

No nearer than twenty (20') feet to the front lot line(s) of the following lots:  
SQUARE TWELVE (12):

LOTS 8A, 9A, 10A, 11A, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23A, 23B,  
24A, 24B, 25A, 25B, 26A and 26B.

SQUARE FOURTEEN (14):

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

SQUARE FIFTEEN (15):

LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20.

SQUARE SEVENTEEN (17):

LOTS 2, 3, 4, 9, 10, 11 and 12.

SQUARE EIGHTEEN (18):

LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29,  
30, 32, 33, 35 and 36.

#### 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, shall be 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 TWELVE (12):

LOTS 8A, 9A, 10A, 11A, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23A, 23B, 24A, 24B, 25A, 25B, 26A and 26B.

SQUARE FOURTEEN (14):

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

SQUARE FIFTEEN (15):

LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20.

SQUARE SEVENTEEN (17):

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

SQUARE EIGHTEEN (18):

LOTS 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.

#### 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 easterly property lines of LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in SQUARE FIFTEEN (15); and on and along the rear southerly property lines of LOTS 1, 2, 3, 4, 5, 6, 7, 8 and 9 in SQUARE FOURTEEN (14); as shown on the aforementioned plans of J. J. Krebs & Sons, Inc., and the Developer shall have and reserves the right and authority, and a servitude, to enter onto said lot(s) to perform and complete such construction; 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, and such "satellite dish" and any of its related equipment shall be no higher than fifteen feet (15') above the ground at its highest point.

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/ Mignonis M. Volterre      BY: /s/ N. Buckner Barkley, Jr.  
MIGNONIS M. VOLTERRE      N. BUCKNER BARKLEY, JR.  
PRESIDENT

\_/s/ Deborah W. Alexander \_  
DEBORAH W. ALEXANDER

/s/ Marie A. Moore  
NOTARY PUBLIC

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