

March 7, 1990, which Ordinance is registered in COB 2312, FOLIO 159, 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;

ALSO BEING A PORTION OF THE SAME PROPERTY, which was acquired by Developer from Dolores Denney Brown, by act before Rader Jackson, Notary Public of Orleans Parish, dated October 20, 1989, registered in COB 2265, FOLIO 478 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 by act passed before Marie A. Moore, Notary Public, dated August 2, 1988, registered in COB 2014, FOLIO 234 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:

LAND USE

Section B - To read as follows:

B. Any building(s) erected, altered, placed or permitted to remain on any lot(s) shall be limited to one (1) single-family residential dwelling not to exceed two and one-half (2-1/2) floors in height and a required private garage or carport which can accommodate no more than three (3) cars. An attached bona fide servants' quarters shall also be permitted; provided, however, that outbuildings of a permanent nature and/or character, including by way of illustration and not limitation, a carport, garage, garage apartment, or other accessory building, approved as hereinafter provided may be located on any lot(s). Provided, further, however, that any garage apartment or servants' quarters which may be

constructed on any lot(s) shall not be used for rental purposes, and may be used only by servants who are employed in the dwelling erected upon the same lot(s) where such quarters are located, or by members or guests of the family occupying the residential dwelling on said lot(s). The purchaser(s) of any lot(s) shall be deemed to have covenanted and agreed, by acceptance of a deed or contract covering any such lot(s), that no attempt will be made, nor any application filed or a permit to build thereon any structure other than a single-family residence with outbuildings and appurtenances as specified and contemplated herein.

LAND USE

Section D - To read as follows:

D. No single-family residential dwelling shall be sited on any 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 68A, 69A, 70A, 71A, 72A, 73A, 74A and 75A.

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

SQUARE ONE (1):

LOTS 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107 and 108.

SQUARE SIXTEEN (16):

LOTS 17, 18, 19, 20, 21, 22, 23 and 24.

SQUARE NINETEEN (19):

LOTS 1, 2, 3, 4 and 5.

Rear Line Restriction:

SQUARE ONE (1):

Lot 79, only, shall be further restricted to provide a rear lot line setback of at least twenty (20') feet, for any fence, outbuilding or other structure.

RESIDENTIAL DWELLING QUALITY AND SIZE

Section B shall read as follows:

B. 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 68A, 69A, 70A, 71A, 72A, 73A, 74A and 75A.

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 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107 and 108.

SQUARE SIXTEEN (16):

LOTS 17, 18, 19, 20, 21, 22, 23 and 24.

SQUARE NINETEEN (19):

LOTS 1, 2, 3, 4 and 5.

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/ Dolores H. Boudreaux _____ BY: /s/ N. Buckner Barkley, Jr.
DOLORES H. BOUDREAUX N. BUCKNER BARKLEY, JR.
PRESIDENT

/s/ Della S. Vidonne _____
DELLA S. VIDONNE

/s/ Blaine McMahon
NOTARY PUBLIC

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