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## Phase I & II Covenants and Restrictions

ACT OF BUILDING RESTRICTIONS: UNITED STATES OF AMERICA

AND :

PROTECTIVE COVENANTS: STATE OF LOUISIANA

BY:

MARRERO LAND AND IMPROVEMENT : PARISH OF JEFFERSON ASSOCIATION, LIMITED

:

PHASES I & II

BE IT KNOWN, that on this eleventh (11th) day of the month of October, in the year of Our Lord, one thousand nine hundred and seventy-nine (1979), and of the independence of the United States of America, the two hundred and fourth (204th);

BEFORE ME,

N. BUCKNER BARKLEY, JR.,

a Notary Public duly commissioned and qualified within and for the Parish of Jefferson, State of Louisiana, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

MARRERO LAND AND IMPROVEMENT ASSOCIATION, LIMITED, a corporation organized under the laws of the State of Louisiana, with its domicile in the Parish of Jefferson, State of Louisiana, herein represented by LOUIS H. MARRERO, IV, its President, duly authorized by resolution of the Board of Directors of said corporation, adopted at a meeting held August 1, 1973, a certified copy of which is attached hereto and made a part hereof; and with its permanent mailing address at 5201 Westbank Expressway, Marrero, Louisiana 70072; sometimes hereinafter referred to as the "Developer" (See footnote on bottom of last page);

who declared that it is the sole owner of the following described property, to-wit: NINETY-THREE (93) CERTAIN LOTS OF GROUND, situate, 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 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 in SQUARE ONE (1); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in SQUARE THREE (3); LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15, 14, 15,

11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 in SQUARE FOUR (4), thereof, in accordance with the plan by J. J. Krebs & Sons, Inc., Civil Engineers & Surveyors, dated at Metairie, Louisiana, July 28, 1977, approved by the Jefferson Parish Council under Ordinance No. 13135, adopted November 16, 1977, registered in COB 914, FOLIO 177 of the Conveyance Records of the Parish of Jefferson, State of Louisiana;

TWENTY-TWO (22) CERTAIN LOTS OF GROUND, situate, 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 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46 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;

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 aforedescribed 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 Marrero Land and Improvement Association, Limited, desires to impose and hereby imposes, on the aforedescribed property, the following building restrictions and/or protective covenants, to-wit:

### **TERM**

A. The building restrictions and protective covenants hereinafter set forth shall constitute covenants running with the land and shall be binding upon and enure to the benefit of the Developer, its successors and assigns, and all parties or persons claiming by, through and/or under it, and their heirs, personal representatives, successors and assigns; and shall be effective for a period of twenty-five (25) years from the date this Act is filed for record in the Conveyance Records of the Parish of Jefferson, State of Louisiana, and shall be extended automatically for successive periods of ten (10) years each, without limitation; provided, however, that the owners of two-thirds (2/3) of the then established and/or existing lots subject to these restrictions and covenants may amend, in

whole or in part, the same at the end of the said twenty-five (25) year period, or at the end of any successive ten (10) year period thereafter, by filing for record in the Conveyance Records of the Parish of Jefferson, State of Louisiana, an authentic act or other appropriate recordable instrument or agreement in writing, setting forth such amendment(s); and provided further, that no amendment(s) shall be effective unless made and filed for record at least three (3) years in advance of the expiration of the aforesaid twenty-five (25) year period, or five (5) years in advance of the expiration of any successive ten (10) year period.

B. In furtherance of the general development plan hereinabove referred to, the Developer, its successors and assigns, shall have the right to include additional properties, and/or lots in future stages of said general development plan, and such additional properties and/or lots may be subjected to certain of the restrictions and covenants herein set forth. In such event, Developer, the Plantation Estates Architectural Board of Review, hereinafter established, and/or the owner(s) of such properties and/or lots subsequently subjected to such restrictions and covenants shall have the right to enforce the restrictions and covenants herein set forth against the owners of the then established and/or existing lots, their successors and assigns, and the Developer, the Plantation Estates Architectural Board of Review, and/or the owners of such lots shall have the right to enforce such restrictions and covenants against the owner(s) of such additional properties and/or lots, their successors and assigns, as though all of such additional properties and/or lots subject to such restrictions and covenants were one subdivision established, approved and filed of record as one subdivision at the same time; provided, however, that the Developer shall not be obligated, nor bound, to develop and/or include such additional properties and/or lots in and as part of said general development plan.

### LAND USE

A. Each lot shall be used for single-family residential purposes only. The term "single family residential purposes" as used herein shall be held and construed to exclude, by way of illustration and not limitation, the following, to-wit: hospitals, clinics, duplex houses, apartment houses, boarding houses, and hotels; and shall exclude industrial, commercial, multi-family, rental and professional uses, whether from residential dwelling(s), outbuildings or otherwise any such use of said lot is hereby expressly prohibited. Further, no business or service activity of any kind shall be conducted on or from any lot or building(s) thereon, whether such activity be for profit or not.

B. No building shall be erected, altered, placed or permitted to remain on any lot(s) other than one (1) single family residential dwelling not to exceed two and one-half (2-1/2) floors in height with an attached private garage or carport which can accommodate no more than three (3) cars, and an attached bona fide servants' quarters; 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 for a permit to build thereon any structure other than a single family residence as specified and contemplated herein.

- C. No building(s), or structure(s), of a temporary nature and/or character, nor vehicles, including, by way of illustration and not limitation, mobile homes, motor homes, trailers, tents, shacks and/or other such outbuildings shall be used, occupied or maintained on any lot(s) at any time, either temporarily or permanently; provided, however, that a builder constructing a residence or residences may temporarily place a field office on such lot(s) during construction, provided written approval of the Developer is first obtained.
- D. 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 1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27;

SQUARE TWO (2):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 13, 14, 15 and 16;

SQUARE THREE (3):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25;

SQUARE FOUR (4):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28.

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

SQUARE ONE (1):

LOTS 9, 10, 11, 14, 15, 16, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46;

SQUARE TWO (2):

LOTS 9, 10, 11 and 12.

- E. No single family residential dwelling shall be cited on any lot(s) nearer than ten (10') feet to any side lot line adjoining a street, nor nearer than five (5') feet to any interior lot line; nor shall any roof overhang or projection, including the gutter, be within three and one-half (3-1/2') feet of any interior lot line; provided, however, that the side lot line restrictions shall not apply to a carport or garage, whether attached or detached, or other outbuildings, located forty (40') feet or more from the front lot line, and partially or entirely in the required side area; such building(s) not to be located nearer than three (3) feet to any interior lot line, nor shall any roof overhang or projection, including the gutter, be within two (2') feet of any interior lot line.
- F. No single family residential dwelling shall be built on less than (1) lot; provided however, that when any purchaser wishes to buy more than one (1) lot in order to erect a larger permitted residential dwelling, this may be done, provided that said lots or fractional lots are treated as one and the restrictions and covenants applying to a single lot are adhered to and no resubdivision of lots shall be done which would leave remaining on the square a lot of an area or width below the average standard for said square, as reflected on the aforementioned plan(s) of resubdivision of Plantation Estates. Unless approved in writing by the Developer, no lot or lots shall be resubdivided. In the event any lot or lots are resubdivided, these restrictions shall apply to the property as resubdivided.
- G. Under no circumstances or conditions shall an existing single-family residential dwelling or other building be moved onto and/or placed and maintained on any lot(s).
- H. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10') feet from the intersection of a street property line, with the edge of a driveway or alley pavement. Further, the foliage line of all trees within such distance(s) of such intersection shall be maintained at a sufficient height to prevent the obstruction of such sight lines.
- I. No trees shall be removed from any lot without prior written approval from the Developer, except as may be reasonably necessary in connection with construction of improvements, or to remove dead trees. The removal of dirt and/or fill material from any lot is expressly prohibited without prior written approval of the Developer, except when necessary in conjunction with the landscaping of such lot or in conjunction with construction being performed on such lot.

#### ARCHITECTURAL BOARD OF REVIEW

There is hereby created and established a board to be known as the Plantation Estates Architectural Board of Review (hereinafter referred to as the "Board"), of a certain composition and with certain rights, powers, duties, purposes and functions, as follows:

A. The Board shall be composed of five (5) members, which members shall serve for an initial term of ten (10) years from date hereof; or until their successors shall have been appointed as hereinafter provided. Thereafter, the members of the Board, appointed and elected as hereinafter provided, shall serve for successive terms of ten (10) years each, without limitation, or until their successors shall have been appointed or elected. The initial members of the Board shall be: James H. Gibert, Daniel A. Pouwels, Jay Clark, Louis H. Marrero, IV, and Robert E. Walker, Jr.

B. At the expiration of the initial and each subsequent ten (10) year term, the Developer shall have the right and authority to appoint up to three (3) members of the Board. No later than thirty (30) days prior to the expiration of the aforesaid terms, the Developer shall notify the Board in writing of its appointments. In the event the Developer fails to notify the Board, as aforementioned, or appoints less than three (3) members to the Board, the Board shall have the right and authority to appoint, and, prior to the expiration of the aforesaid terms, shall appoint such member(s) of the Board.

C. In the event of the resignation or death of any appointed member of the Board during the initial and each subsequent ten (10) year term, the Developer shall have the right and authority to appoint the successor member(s) to serve for the balance of the unexpired term. In the event the Developer fails to appoint such successor member(s) within thirty (30) days of receipt of notice of such death or resignation, the remaining members of the Board shall have the right and authority to appoint, and shall appoint such successor member(s) within ten (10) days thereafter.

D. At the expiration of the initial and each subsequent ten (10) year term, the then owners of all lots subject to these restrictions and covenants shall have the right, by majority vote, to elect two (2) members of the Board. During the sixty (60) days immediately preceding the expiration of the aforesaid initial and each subsequent ten (10) year term, the Board shall give notice, in writing, of such election to the ten owners of all lots subject to these restrictions and covenants and shall conduct, and publish the results of, such election. Further, within sixty (60) days following the death or resignation of any elected member, the board shall give notice, in writing, to the then owners of all lots subject to these restrictions and covenants, and shall conduct an election to elect the member(s) to serve for the balance of the unexpired term(s), and shall publish the results thereof. At any and all such elections, each property owner shall be entitled to one vote for every lot or residential dwelling owned by him/her; and the term

"majority vote" as used herein shall be a majority of the votes cast in any election.

- E. The Board shall have the right to adopt rules and/or by-laws for the conduct of its business, which rules and/or by-laws shall not be inconsistent with anything herein contained.
- F. The Board shall elect a Chairman from its members to conduct all meetings and to act for it in all matters.
- G. All matters and/or business to come before the Board shall be decided by majority vote.
- H. No member of the Board shall receive any compensation or remuneration for his/her services as a member of the Board.
- I. No building(s), structure(s) or improvement(s), including, without limitation, walls, fences and swimming pools shall be commenced, erected, constructed, placed or maintained on any lot(s); nor shall any exterior additions to, nor changes or alterations, be commenced, made or maintained to any existing building(s), structure(s) and/or improvement(s), until the final construction plans and specifications showing the nature, kind, shape, height, and materials of same; and a plat showing the location and/or siting of such building(s), structure(s) and/or improvement(s) shall have been submitted to and approved, in writing, by the Board as to the quality of materials and proposed workmanship, conformity and harmony of exterior design with existing surrounding residential dwellings and improvements, propriety of location and/or siting, and otherwise in conformity with these restrictions and covenants. In all cases, such approval shall not be unreasonably withheld.
- K. In the event the Board fails to give its written approval or disapproval as aforesaid, within the specified thirty (3) day period; or if no suit to enjoin the further erection, construction, placement, addition, or alternation or changes has been commenced by any appropriate party prior to the completion thereof, such final plans and specifications, and plat, shall be conclusively deemed to be approved and the requirements of this restriction fully complied with and satisfied.
- L. Approval of the Board, as aforesaid, shall constitute only an expression by the Board that the terms and conditions of these restrictions and covenants will be complied with if the building(s), structure(s), and/or improvement(s) are erected, constructed, placed, added to, altered and/or changed in accordance with said final plans and specifications, and plat. Further, such approval shall not be nor constitute a waiver by or an estoppel against the Developer, the Board, and/or any other person having rights herein in the event that such building(s), structure(s) and/or improvement(s) are not erected, constructed, placed, added

to, altered and/or changed in accordance with such final plans and specifications, and plat.

- M. Neither the Board nor any individual member thereof, in the exercise of any prerogative of approval or disapproval, shall incur any liability whatsoever by reason of the good faith exercise thereof.
- N. The official mailing address of the Board, for all purposes, shall be: Post Office Box 683, Marrero, Louisiana, 70072; or at such other place as the Board may, from time to time, designate in a written notice to the Developer and the owners of all lots subject to these restrictions and covenants.

  RESIDENTIAL DWELLING QUALITY AND SIZE

A. All residential dwellings, as well as all other structures and/or improvements shall be of quality workmanship and materials substantially the same or better than that which can be procured and/or produced as of the date hereof.

- 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 thereinafter 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 then one (1) floor be less than three thousand (3,000) square feet for the following lots: SQUARE THREE (3):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25.

SQUARE FOUR (4):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28.

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 then one (1) floor be less than two thousand seven hundred (2,700) square feet for the following lots: SQUARE ONE (1):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27.

SQUARE TWO (2):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 13, 14, 15 and 16.

3. No 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 ONE (1):

LOTS 9, 10, 11, 12, 13, 14 and 15.

SQUARE TWO (2):

LOTS 9, 10, 11 and 12.

4. Not less than one thousand eight hundred (1,800) square feet for a single floor residential dwelling, nor less than one thousand five hundred (1,500) square feet for the ground floor of a residential dwelling of more than one (1) floor; provided, however, that no event shall the combined square footage of a residential dwelling of more than one (1) floor be less than two thousand three hundred (2,300) square feet for the following lots: SQUARE ONE (1):

LOTS 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46.

#### **FENCES**

No front yard fence shall be permitted or constructed, nor shall any side lot line fences be permitted or constructed nearer to the front lot line of any lot(s) than is permitted for the main residential dwelling; and no chain link or "Page" type fencing shall be permitted on or along any side lot line or yard of a corner lot facing and/or adjoining a street. No fence will be permitted in excess of six (6') feet in height; nor shall any fence be permitted or constructed with an unfinished side fronting and/or facing a street.

### **SWIMMING POOLS**

Swimming pools will be permitted in side or rear yards only; provided, however, that each such pool, on the lot(s) on which such pool will be located is entirely surrounded by a fence of not less than sixty (60") inches in height and otherwise in conformity with all other fence requirements contained herein. Further, no part of the completed installation shall be constructed and/or sited nearer than ten

(10') feet to either side lot line; nearer than thirty (30') feet to the front lot line; or nearer than ten (10') feet to the rear property line. The finished top-side or surface deck shall not be constructed higher in elevation than two (2') feet above the established site grade of the residential dwelling and all equipment, including, without limitation, pumps, piping and diving boards shall not be placed or maintained higher than five (5') feet above site grade of the residential dwelling.

### 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 is being and/or will be constructed and completed by the Developer, at its sole cost and expense, on and along the rear property lines of LOTS One (1) through Nine (9) inclusive, and the westerly rear property line of LOT Ten (10) in Square Three (3); and the rear property line of LOTS Forty-One (41) through Forty-Five (45) inclusive, the northerly and westerly rear property lines of LOT Forty-Six (46), and the easterly rear and northerly side property lines of LOT Forty (40), 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, upon completion of the construction of the aforesaid perimeter fence, said purchaser(s), at their sole cost and expense, shall 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 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).

## OIL, GAS AND MINING OPERATIONS

No geophysical, exploration, drilling, refining, quarrying or mining operations for oil, gas, or other minerals of any kind shall be permitted or conducted upon any lot(s); and no derrick or other structure or equipment designated for use in and used in the drilling and/or production and development of oil, gas or other minerals shall be placed, erected, maintained or permitted on any lot(s).

### VEHICLES, BOATS AND TRAILERS

No trucks, trailers or other commercial vehicles, excepting commercial vehicles used in making deliveries to or providing services for a residential dwelling and/or an outbuilding, shall be parked or stored on any streets or on any lot(s); nor shall any boats, boat trailers, recreational vehicles, campers or boat rigging be parked or stored on the street or on any lot(s) unless stores within an enclosed garage or outbuilding, or within an enclosed side and/or rear yard area. Passenger

vehicles owned and/or leased by residents of a residential dwelling or outbuilding shall be parked or stored on the residence grounds and not on the streets.

#### ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot(s), except that dogs, cats or other household pets may be kept, provided they are kept for household purposes.

#### SIGNS

No signs of any kind shall be displayed to the public view on any lot(s) except that one sign of not more than five (5) square feet, advertising the property for sale or a sign used by a builder to advertise the property during the construction period.

### **NUISANCES**

No noxious or offensive activity shall be carried on upon any lot(s) nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.

## GARBAGE AND REFUSE DISPOSAL

No lot(s) shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such trash, garbage or other waste shall be kept in a clean and sanitary condition, and shall be kept and maintained at the rear of the residential dwelling on all lot(s). All lots shall be kept clean and free of unslightly obstacles at all times, and shall be moved as often as may be necessary to keep the lots in proper condition. All receptacles, cans or trash bags will be removed from the front of the house on the same day of trash and garbage pick up. The installation and/or use of incinerators for disposal of trash, garbage, or other waste is expressly prohibited.

### MAINTENANCE, REPAIR AND PAINTING

All residential dwellings and other structures shall be properly maintained and kept in a reasonably good state of painting and repair and must be maintained so as not to become unsightly.

### CONFLICT WITH OTHER LAWS AND REGULATIONS

Nothing in these restrictions and covenants shall be construed to minimize, lessen or reduce the minimum requirements of the Comprehensive Zoning Ordinance and/or the Building Code of the Parish of Jefferson, or other appropriate and applicable laws and regulations; and in the event of any conflict between the aforesaid laws, regulations and/or requirements and these restrictions and covenants, the greater or more stringent shall take precedence and govern.

#### WAIVER

Any restriction or covenant herein contained may be waived at any time by the Board or by a petition executed and acknowledged by two-thirds (2/3) of the then owner(s) of all lots subject to such restrictions and covenants, and presented to the Board and the Developer.

#### **FORBEARANCE**

The waiver by the Board or the owner(s) of any lot(s), or the failure of the Developer, the Board, or such lot owners to strictly enforce the restrictions and covenants herein contained shall not be construed nor deemed to be a waiver of any and all rights of such parties at all times to strictly enforce such restrictions and covenants.

### **AMENDMENT**

Notwithstanding any other provision herein contained to the contrary, these restrictions and covenants may be supplemented and/or amended, in whole or in part, by filing in the Conveyance Records of the Parish of Jefferson, State of Louisiana, an authentic act or other appropriate recordable instrument or agreement executed and acknowledged by the Developer, the Board and two-thirds (2/3) of the then owners of all lots subject to these restrictions and covenants, and setting forth such supplements and/or amendments.

#### ENFORCEMENT

In the event that any person, firm, corporation or other entity shall violate or attempt to violate any of the foregoing restrictions and covenants, the Developer, the Board and/or the owner(s) of any lot(s) shall have the right to institute and prosecute any proceeding, at law or in equity, to abate, enjoin, or otherwise prevent any such violation or attempted violation and recover any and all damages resulting therefrom.

### **SEVERABILITY**

Invalidation of any part of any one or more of these restrictions and/or covenants by final judgment, court order or otherwise, shall not affect or invalidate any other restriction or covenant, and all such other restrictions and/or covenants shall continue and remain in full force and effect.

# **NOTICE**

All notices, demands and/or requests, which are or may be required, shall be in writing. Upon the purchase of any lot(s), such purchaser(s)/owner(s) shall notify the Board in writing of such purchase and the date thereof and furnish the Board with a mailing address. Thereafter, all notices, demands and requests which are or may be required to be sent to such owner(s) under the provisions of these restrictions and covenants shall be conclusively deemed to have been properly given if sent by United States Registered or Certified Mail, postage prepaid, to the address furnished the Board as hereinabove provided; or at any such other place or address as such purchaser(s)/owner(s) may from time to time designate

in a written notice to the Board. All notices, demands and/or requests to the Board or the Developer shall be conclusively deemed to have been properly given if sent by United States Registered or Certified Mail, postage prepaid, addressed to the Board or the Developer at Post Office Box 683, Marrero, Louisiana, 70072, or at such other place as the Board and/or the Developer may from time to time designate in a written notice to such purchaser(s)/owner(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 (original signed) ASSOCIATION, LIMITED

/s/ Della Vidonne BY: /s/ Louis H. Marrero, IV
DELLA VIDONNE LOUIS H. MARRERO, IV,
PRESIDENT
(original signed)

/s/ Dolores H. Boudreaux DOLORES H. BOUDREAUX

/s/ N. Buckner Barkley, Jr. NOTARY PUBLIC

Entry Number 894066 COB 967, FOLIO 668

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