

PLANTATION ESTATES
PARCELS 1, 2, and 3

PART A. RESIDENTIAL AREA COVENANTS

- A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than two cars, and other appropriate outbuildings.
- A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any building lot in this subdivision until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless so approved by the architectural control committee. Approval shall be as provided in Part B.
- A-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 (cost of building exclusive of land) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages or carports, shall be not less than 1,100 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.
- A-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side/^{street}line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 12-1/2 feet to any side street line. No building shall be located nearer than 5 feet to any interior lot line, except that the side line restrictions shall not apply to attached or detached carport, detached garage or other outbuilding located sixty (60') feet or more from the front lot line, on which the building(s) shall not be located nearer than 3 feet to any interior lot line.
- A-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.
- A-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and also cover the rear five feet of each lot.
- A-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- A-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- A-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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A-10 OIL OPERATIONS. Should the owner of any lot in the subdivision acquire, by reversion, or otherwise, the oil, gas and minerals located in, on, under and to be produced from said lot, said property may be validly leased for mineral exploration and development, but no drilling rigs or other equipment utilized in drilling a well or wells in search of oil, gas and other minerals may be located on said lot.

A-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are kept for household purposes.

A-12. GARBAGE AND REFUSE DISPOSAL. No lot 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

A-13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 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 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

A-14. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

A-15. CONFLICT WITH OTHER REGULATIONS. Nothing in these Residential Area Covenants shall be construed to minimize or lessen or reduce the minimum requirements of the City Planning Commission or Division of Regulatory Inspection of the City of New Orleans; but rather, in any case of conflict between these various Covenants, regulations and/or requirements, the greater or more stringent shall take precedence or govern.

PART B. ARCHITECTURAL CONTROL COMMITTEE

B-1. MEMBERSHIP. The Architectural Control Committee is composed of Jack Perry, 806 Waugh Drive, Houston, Texas; Mary Margaret Perry, 806 Waugh Drive, Houston, Texas; and G. Ralph Merion, 4227 Bettles Street, Houston, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, after 50% of the lots in said subdivision have been sold to individual purchasers, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

B-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve
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or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C. GENERAL PROVISIONS

C-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

C-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

C-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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