

Barataria Estates Civic Association
Post Office Box 2811, Marrero, LA 70073

**Residential Area
Covenants**

BECA Phone: 504-341-9141
In case of an emergency, dial 911

www.baratariaestates.com

Cor

081

Neal Heebe
Box 408
Waha, La.

BARATARIA ESTATES EXTENSION

RESIDENTIAL AREA COVENANTS

ARCHITECTURAL CONTROL COMMITTEE:

- A. There is hereby established and created a committee to be known as Barataria Estates Extension Architectural Control Committee, which Committee shall consist of three members, which members shall serve for a term of ten (10) years or until their successors are elected as hereinafter provided. The three members who shall serve during the first such term shall be Doug Abadie, Fred Heebe and A. J. Ward, Jr. The term of office for members above-named shall expire ten (10) years after the date of this instrument.
- B. A majority of the Committee may designate a representative to act for it.
- C. Any member may resign from said Committee at any time by merely giving said Committee notice of his resignation in writing. In the event of death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor.
- D. No member shall receive any pay or compensation for his services as a member of said Committee.
- E. Said Committee shall have the right to adopt rules for conduct of its business which shall not be inconsistent with anything herein contained.
- F. After ten (10) years from the date hereof, or after all of the above-named members of the Committee have resigned or otherwise ceased to serve as members of the Committee, whichever event sooner occurs, the then owners of the lots being served by this Committee shall have the right by majority vote to elect members thereof for ten year terms. At any time after ten (10) years from the date hereof, or after all of the above-named members of the Committee have resigned or otherwise ceased to serve as members the Committee, whichever event sooner occurs, the owner of the lots then being served by this Committee may by majority vote elect to transfer all of the rights, powers, duties, purposes and functions of this Committee to an non-profit Civic Club or similar association or organization representing them, and upon such transfer this Committee shall cease to exist and said civic club or similar association or organization shall succeed to all the rights, powers, duties, purposes and functions of this Committss.
- G. At any and all elections each property owner shall be entitled to one vote for every residential building site owned by him.
- H. The term "majority vote" as used herein shall mean a majority of the votes cast at any election.
- I. No building or other improvements shall be erected, placed or altered on any lot in Barataria Estate Extension until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved in writing by the Architectural Control Committee or its agent as to quality of material and proposed workmanship, conformity and harmony of external deisgn with existing structures in the subdivision conformity with these restrictions and as to location of such building or improvements with respect to topography and finished grade elevation. The approval of the Committee shall be evidenced by an

REC 17 3 1967 43.50

19

- I. No lot shall be maintained as a dumping ground for rubbish, trash, or garbage or other waste nor shall it 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.
- J. Each owner upon occupying the premises is required to install adequate garbage receptacles. These receptacles shall be of sufficient capacity to take care of the garbage cans used by the said owner and shall be of a design approved by the Sanitation Department of the Parish of Jefferson. No garbage cans or trash burners are to be exposed on the street or sidewalk in front of said residences.
- K. No part of any building or residence shall be constructed closer than twenty (20) feet from the street line, nor closer than five (5) feet from each sideline. Cornices, roof overhangs, gutters, spouting, chimneys, brackets, pilasters, grill work, trellises, and other similar projections and any projections for purely ornamental purposes may project beyond the front and side building lines, however, not exceeding two (2) feet.
- L. Grass on unimproved lots shall be kept at not more than 12 inches in height. Vendor may demand that grass be cut when in excess of this height and upon failure of purchaser to do so, vendor may assess the sum not to exceed the sum of \$50:00 per lot for the cutting of said grass.

III. ENFORCEMENT:

- A. Should any of these restrictions be violated, or should any attempt be made to violate the covenants and restrictions contained herein, any and all persons owning any property in a tract or subdivision in which the herein above described property is located are hereby granted the right and privilege to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the said covenants or restrictions. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect. Further, in the event suit is instituted the party cast shall pay reasonable attorney's fees, said fees to be fixed by the Court.
- B. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 2000 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots located in the tract or subdivision in which the hereinabove described property is located, it is agreed to change the said covenants in whole or in part.
- C. Any conflict between these restrictions and the zoning ordinances of the Parish of Jefferson shall serve not so as to reduce the requirement but the more stringent requirement shall prevail.

instrument signed by the agent of the Committee and by the signature of the agent of the Committee on the construction plans and specifications approved by it. In the event that the Architectural Control committee fails to give its written approval or disapproval of the construction plans, specifications and other materials submitted to it within forty-five (45) days after the same are submitted to it, such express approval of the Architectural Control Committee will not be necessary and the approval required by this paragraph shall be conclusively presumed to have been had and obtained. Unless specifically approved in writing by the Architectural Control Committee, no fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set back line.

II. LAND USE:

- A. Neither the purchaser nor his successor or assigns shall ever use or permit to be used any house or houses erected or to be erected on said property hereinabove described either directly or indirectly, for trade or business of any form or for any purpose other than that of a private residence.
- B. Residence shall not exceed thirty-five (35') feet in height.
- C. No double cottages, duplexes or apartment houses shall be erected, but the structures of residences shall be confined to single family dwellings not to exceed two stories in height together with the usual and appropriate out-buildings and garages, which shall not be constructed to house more than three cars. All out-buildings, except garages, although they may be constructed of a different material, shall follow the same general exterior design as the principal building or residence.
- D. No dwelling of an appraised cost of less than Sixty Thousand Dollars (\$60,000.00) shall be erected or placed on the hereinabove described property. Should there be any question regarding the appraised cost, an appraisal shall be made by a generally recognized real estate appraiser and shall be made at the expense of the owner.
- E. No trailer, tent, shack, garage, barn or other out-building erected on the hereinabove described property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. An out-building may be used by servants.
- F. No trucks, trailers or automobiles or other commercial vehicles bearing advertisements are to be stored or parked on streets except when making deliveries. Passenger vehicles owned by a resident shall be stored on the site and not on the street.
- G. No noxious, offensive or disturbing activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors.
- H. No animals, livestock, or poultry of any kind shall be raised, bred or maintained, other than household pets such as cats or dogs, and then said pets may not be raised for commercial purposes.

THUS DONE AND SIGNED in my office at Gretna, Louisiana
on the day and date hereinabove first written in the above
presence of the undersigned competent witnesses, who hereunto
sign their names with appearer and me, Notary, after reading
of the whole.

WITNESSES:

MANOR HEIGHTS CO., INC.

Frederick R. Kuhn

BY: A. J. Ward, Jr.
A. J. WARD, JR., PRESIDENT

Lupe J. Doming

[Signature]
NOTARY PUBLIC

REC. FOLIO SEC.

972 728 4