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DECLARATION  
OF  
COVENANTS & RESTRICTIONS  
FOR METAIRIE CLUB ESTATES

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF JEFFERSON

97-59167

BE IT KNOWN, that on this 4th day of the month of November, 1997, before me  
M. Wilbur (Sous), a Notary Public, duly commissioned and qualified in and for the Parish of  
Orleans, Louisiana, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

Metairie Club Gardens, L.L.C., a Louisiana limited liability company, whose tax identification  
number is 72-1359407 and mailing address is 203 Carondelet Street, Suite 210, New Orleans,  
Louisiana 70130, herein represented by its Managers, Lowery W. Smith and H. Hunter White,  
III (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the owner of Metairie Club Estates, Metairie, Jefferson Parish, State of  
Louisiana which is more particularly described as Parcel A and Lots 1 through 54, Metairie Club Estates,  
Jefferson Parish, Louisiana on the survey annexed hereto as Exhibit A (the "Property");

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said  
residential community and to this end, desires to subject the Property to the covenants, restrictions,  
servitudes and charges hereinafter set forth, each and all of which is and are for the benefit of said  
Property and each Lot Owner;

NOW, THEREFORE, in accordance with La. Civil Code Article 775, *et seq.*, and La. R.S.  
9:1145, and in order to assure and maintain a uniform high quality in the grounds, buildings and  
improvements in the Property, and to afford joint protection to all parties, present and future, who  
purchase and own property therein, the Declarant hereby establishes and imposes the following building,  
use and subdivision restrictions and restrictive covenants as charges affecting the Property:

ARTICLE I  
Definitions

"Common Area" shall mean Parcel A as described on Exhibit A.

"Golf Course" shall mean the Metairie Country Club Golf Course which adjoins the Property, as  
more fully defined in Section 2.02.

"Golf Course Fence" shall mean the brick and metal fence along the rear lot lines of the Golf  
Course Lots.

"Golf Course Lot" shall mean a Lot which has a property line which is contiguous with the Golf  
Course and is designated as Lots 32 through 43, 46, 47 and 51 through 54, as more fully shown on  
Exhibit A, annexed hereto.

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RECORDED IN PUBLIC RECORDS OF THE PARISH OF JEFFERSON, LOUISIANA, ON 11/07/1997 AT 11:22 AM BY NOTARY PUBLIC M. WILBUR

"Home Owners Association" shall mean the home owners association to be formed in accordance with Article VI.

"Improvements" shall have the meaning as provided in Section 3.01 and shall include all buildings and other constructions permanently attached to any Lot or other portion of the Property and includes the residence and any detached garages, cabanas or pool houses.

"Lot" and/or "Lots" shall mean and refer to, as applicable, (i) each of the lots which will be created upon the subdivision of the Property and (ii) any other property located within the boundaries of the Property.

"Lot Owner" shall mean and refer to the record owner (or if such Lot is subject to an Agreement to Purchase with Declarant, to the contract purchaser) whether one or more persons or entities, of the undivided ownership to any Lot or other property situated within the boundaries of the Property.

"Patio Lots" shall mean Lots 2 through 16 of the Property.

"Property" shall mean and refer to that certain immovable property described above and shown on the survey annexed hereto as Exhibit A.

"Rear Yard Fence" shall mean the brick and wooden fence across the rear of Lots 10 through 15 and Lots 18 through 32, as such Lots adjoin Maple Ridge Subdivision.

"Restrictions" shall mean this Declaration Of Covenants & Restrictions.

"Streets" shall mean the streets and cul-de-sacs shown on Exhibit A and located in Parcel A, namely Hunter Place, Forrest Court and Beresford Drive.

"Wall" shall mean the brick fence located on Parcel A, on the rear of Lots 1 through 9 and Lot 54 and on the side lot line of Lots 9 and 10, as shown on Exhibit A.

"Villa Lots" shall mean Lot 1 and Lots 17 through 54 of the Property.

## ARTICLE II General Provisions

Section 2.01 General Provisions. These Restrictions shall constitute building restrictions, covenants and real rights running with the Property and are for the purpose of protecting the value and desirability of the Property. These Restrictions shall run with the Property and shall be binding on the Property, all Lot Owners and any other owners of property in the Property, their heirs, successors or assigns, and all parties claiming under them. Any subsequent sale or transfer of the Property, any portion thereof, any Lot or other property or lease or occupancy of property in the Property shall be subject to these Restrictions, even if they are not specifically referred to in the sale, transfer or lease of such property. Invalidation of any one of these Restrictions by judgement or court order shall not affect any of the other Restrictions, which shall remain in full force and effect.

**Section 2.02 Existing Servitudes and Servitude of Drainage.** All dedications, limitations, restrictions and reservations shown on any subdivision plat of the Property and all grants and dedications of servitudes and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of these Restrictions for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property.

**Section 2.03 Public Servitudes and Private Servitudes.** There is hereby reserved in favor of Declarant a twenty-two foot wide servitude (the "22' Servitude") across the front of each Lot which is coterminous with the Streets for street lights, drainage, water, sewer, telephones, cable, electrical gas or other utilities. It is expressly provided that Declarant, its successors or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across the 22' Servitude, to such entities, properties and/or persons as it shall determine, which such grantees shall have the right to use and enjoy the 22' Servitude in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. It is understood that other servitudes, such as servitudes for utilities, have been or will be granted which affect the 22' Servitude.

**Section 2.04(a) Streets.** The Streets shall be private streets, drives, courts, and cul-de-sacs. The Parish of Jefferson, the State of Louisiana and the public in general shall have no ownership interest or obligation to maintain them, which is the obligation of the Home Owners Association. Said streets, drives, courts and cul-de-sacs are not intended to be dedicated in any manner to the Parish of Jefferson, the State of Louisiana, the public in general or to public use. Ownership and fee title to said streets, drives, courts, and cul-de-sacs shall remain in the Declarant or upon transfer of title, in the Home Owners Association and are reserved by and excluded by Declarant. There is hereby granted and established by designation in favor of each and every Lot, each and every present and future Lot Owner, his heirs and assigns, and the Parish of Jefferson for use by the public utilities a non-exclusive perpetual servitude of passage and of ingress and egress on, over and across all of the Streets. Each Lot Owner and his family, agents, employees, contractors, licensees, invitees and guests, shall have the non-exclusive use and right of passage, together with others, of the Streets, within the Street rights-of-way for access to and ingress to and egress from every Lot and/or Common Area, which said use shall be determined by these Restrictions and the rules and regulations as promulgated by the Architectural Control Committee from time to time. In no event shall any Lot Owner or his grantee be deprived of egress from or ingress to his Lot over the Streets in the Property.

(b) There is hereby reserved in favor of Declarant a servitude over all of the Common Areas, which includes the Streets, for passage, ingress and egress, drainage, water, sewer, telephones, cable, electrical gas or other utilities. It is expressly provided that Declarant, its successors or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across the Common Area to such entities, properties and/or persons as it shall determine, which such grantees shall have the right to use and enjoy the Common Area in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. In addition, Declarant reserves the right for itself, its successors and assigns, to use and enjoy the Common Area in addition to and together with all of said grantees. It is understood that other servitudes, such as servitudes for utilities, have been granted

which affect the said Common Area. The grantees of the servitudes hereinabove established shall cooperate with such other servitude grantees in the use and enjoyment of the Common Area.

**Section 2.05 Wall Maintenance Servitude.** There is hereby established in favor of the Home Owners Association a ten foot wide servitude of passage to be located at (i) five feet on the Airline Highway side and three feet on the north side of the Wall over Parcel A, Lots 1 through 9, (ii) five feet from the side lines of Lots 9 and 10 closest to Maple Ridge Drive, and (iii) five feet from the rear and sideline of Lot 54 as it adjoins the Wall, all as shown on Exhibit A, in order to allow access to repair, paint, maintain or replace the Wall, or as to Lots 1 through 9 and Lot 54 to water, maintain, replace and prune the trees and other landscaping located within said servitude.

**Section 2.06 Access Servitude.** There is hereby established in favor of the Home Owners Association a ten foot wide servitude of passage over the rear of Lots 10 through 15 and Lots 18 through 32, all as shown on Exhibit A, to service, repair, replace and maintain the drainage pipe in the drainage servitude and to service such other items as determined by The Home Owners Association.

### ARTICLE III Architectural Control Committee

**Section 3.01 Approval of Plans.** Prior to the commencement of (i) any construction or placement of any improvements or other buildings, constructions, structures, fences, walls, or any other improvements upon any of the Lots or (ii) any exterior addition to or change or alteration to any of the foregoing (collectively hereinafter referred to as "Improvements"), the detailed plans and specifications of such Improvements and the landscaping of such Lot shall be submitted to and approved in writing by the Architectural Control Committee constituted as provided herein. Prior to the commencement of any construction of any Improvements on a Lot, all Lot Owners (other than the Declarant) shall deposit, as to a Villa Lot the sum of \$1,200.00 and as to a Patio Lot the sum of \$750.00, with the Architectural Control Committee as security for the compliance with these Restrictions. A review fee of \$200.00 or such amount as may reasonably be established by the Home Owners Association to reimburse the Architectural Control Committee for its review shall be charged for each set of plans and specifications reviewed by the Architectural Control Committee. The review fee shall be charged against any deposit. The deposit will be returned to the Lot Owner within sixty (60) days after the completion of the Improvements and the installation of the landscaping in accordance the terms of these Restrictions. Failure to timely comply with the requirements of these Restrictions as determined by the Architectural Control Committee shall be grounds for the Architectural Control Committee to retain the deposit. All submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing detail and the nature, kind, shape, height and exterior color scheme of the materials to be incorporated into, and location of the proposed Improvements and the location, type and height of any landscaping or any alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it in writing with the appropriate fee, approval will not be required and the provisions of this Section will be deemed to have been fully performed; provided, however, the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within the thirty (30) day review period shall not allow any Improvements to be constructed, altered or placed on any Lot in a manner inconsistent with or in violation of any provision of these Restrictions. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each

Lot as follows: the location, height, and extent of fences, walls, driveways, or other screening devices, the types and colors of exterior materials, the orientation of buildings on each Lot including size and shape of the house and garage and access thereto, the architectural design of the exterior of the improvements and the landscaping and the amount of fill placed upon each Lot. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that (i) do not comply with the restrictions herein imposed or meet its minimum structural and mechanical standards and requirements or architectural design requirements or (ii) might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Property or the harmony of external design or location in relation to property lines, building lines, servitudes, grades, surrounding structures, walks, landscaping and topography (including the orientation of the front and rear of any such building with respect to the Lot lines). The failure to pay the review fee with the submission of the plans and specifications for the improvements shall be deemed to be a rejection of such plans and specifications.

**Section 3.02 Committee Membership.** Until such time as the duties have been assigned to the Home Owners Association, the Architectural Control Committee shall be composed of three representatives of Declarant, who by a majority vote may designate a representative or representatives to act for them (the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignees as permitted herein, or the Committee's designated representative(s)). In the event of death or resignation of any member or members of Architectural Control Committee, the Declarant shall appoint a successor member or members, and until such successor member or members shall have been appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority and power.

**Section 3.03 Transfer of authority to Home Owners Association.** The duties, rights powers and authority of the Architectural Control Committee constituted hereby shall be assigned to the Home Owners Association or if the Home Owners Association has been dissolved or liquidated, then to the record owners of Lots other than Declarant, on the date occurring ten (10) years from the date of these Restrictions or such earlier date as may be chosen by the Declarant. From and after the date of such assignment, the Home Owners Association or if no Home Owners Association then to the majority vote of the individual Lot Owners other than Declarant, shall have the full right, authority and power and shall be obligated to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

**Section 3.04 Minimum Construction Standards.** The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation acceptable exterior materials and/or finishes), to act as design guidelines for acceptable improvements but such outlines shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

**Section 3.05 Privilege.** The Declarant hereby imposes upon the Property and any Lot located therein the right of the Architectural Control Committee (or its successors) to impose and file in the mortgage records of Jefferson Parish a privilege against any Lot in accordance with La. R. S. 9:1145, as security for the failure of a Lot Owner to pay any dues, charges or expenses imposed upon such Lot Owner by the Architectural Control Committee. Additionally, all expenses, including but not limited to

attorney's fees, incurred by the Architectural Control Committee (or its successors) in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or otherwise enforcing these Restrictions shall be owed by the defaulting Lot Owner and the Architectural Control Committee, shall have the right, including such rights as granted by in accordance with La. R. S. 9:1145, to file a privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses, including attorney's fees, owed by such defaulting Lot Owner to the Architectural Control Committee.

**Section 3.06 Enforcement.** The Architectural Control Committee (or its successor) shall give written notice to each Lot Owner at its last address registered with the Home Owners Association of any violation of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct such violations. In the event a Lot Owner does not cure such violations within the ten (10) day period, then the Architectural Control Committee may (i) file suit to enjoin or restrain continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover damages for violations of these Restrictions and/or (iv) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and to enforce any privilege filed by the Architectural Control Committee. In the event a Lot Owner does not properly maintain its Lot in accordance herewith, including but not limited to Section 4.09, the Architectural Control Committee or its employees, contractors or agents shall have the right to go upon such Lot, whether or not the improvements have been constructed, to eliminate nuisance conditions, to cause the Lot to be cleared, cleared and mowed and have the grass, woods, vegetation and shrubbery cut, or to do anything necessary to maintain the aesthetic standards of such Lot when and as often as may be necessary in its judgment to maintain the Lot in the condition required by these restrictions without the necessity of giving notice to such Lot Owner and at the sole cost, risk, and expense of the Lot Owner violating these Restrictions. Each defaulting Lot Owner shall be personally liable and responsible for all costs and expenses, including but not limited to attorney's fees, incurred by the Architectural Control Committee in maintaining such Lot and collecting the amounts owed by such defaulting Lot Owner and the Architectural Control Committee shall also have the right to shall have the right to file a privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses owed by such defaulting Lot Owner to the Architectural Control Committee, which shall include all attorneys fees incurred by the Architectural Control Committee in enforcing these Restrictions against the defaulting Lot Owner. Each defaulting Lot Owner agrees that the Architectural Control Committee shall be reimbursed for one hundred and fifty (150%) percent of its out of pocket cost in maintaining a Lot resulting from a violation of these Restrictions. The failure of the Architectural Control Committee to enforce any restriction, covenants, and conditions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction, covenant, or condition. Additionally, the Architectural Control Committee shall not have any personal liability or responsibility for enforcing or failing to enforce any restrictions, covenants or conditions herein contained.

#### ARTICLE IV Prohibited Uses

**Section 4.01 Off-street Parking.** No vehicle of any kind shall be parked on any portion of any Lot except on the paved driveway. Each Lot Owner shall provide for permanent parking of its vehicles within the boundaries of his Lot, including but not limited to recreational vehicle, boat or trailer. No vehicle owned by a Lot Owner or occupant shall be parked on the Street fronting any Lot for an

extended period of time. All boats, trailer and/or recreational vehicles shall be parked on each Lot behind a fence or in the garage so that they are not visible from the street or the Golf Course.

**Section 4.02 Single Family Residential Purposes.** All improvements constructed on any of the Lots shall be used solely for single family residential purposes. No Lot Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Lot Owner or his tenant and their families and the use of Lots for public boarding house, lodging house, hospital or institution of any nature or kind, or for any rental or lease of duplex apartments, garage apartments or other income apartment use is strictly prohibited. No Lot shall be used or occupied for any business, commercial, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not; provided however this prohibition shall not preclude a home office as long as no client meetings, advertising or warehousing are conducted on, at or in connection with said home office.

**Section 4.03 Temporary Structures.** No structure of a temporary character, trailer or mobile, modular or prefabricated home, garage, barn, or other structure or building shall be placed on any Lot and no house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location; provided however a temporary structure may be placed on any Lot by Declarant as a sales or construction office or by other Lot Owners in connection with their construction of a residence on said Lot with the prior written approval of the Architectural Control Committee, which may be refused in its sole discretion.

**Section 4.04 Nuisance.** No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Lot Owners.

**Section 4.05 Signs.** No sign of any kind shall be displayed to the public view on any Lot, except any Lot Owner may display one (1) sign of not more than six (6) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

**Section 4.06 Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

**Section 4.07 Removal of Dirt and Fill.** The removal of any dirt or fill from any Lot is prohibited without the prior written consent of the Architectural Control Committee.

**Section 4.08 Garbage and Refuse Storage and Disposal.** All Lots and Improvements located thereon shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, and shall be maintained in a clean and sanitary condition and screened from the street or adjacent property. Other than for the construction of Improvements, no Lot shall be used for open storage of any materials or equipment except for normal residential requirements. New building materials used in the construction of Improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay. Upon completion of the Improvements, all

construction materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

**Section 4.09 Lot Maintenance.** All Lot Owners shall at all times (i) keep all weeds, grass and landscaping located on their Lot(s) cut in a sanitary, healthful and attractive manner, (ii) maintain all improvements in a sanitary, healthful and attractive manner and (iii) not permit the accumulation of garbage, trash or rubbish of any kind on any Lot. All Lots, including but not limited to vacant Lots, shall at all times be mowed so that the grass shall be at a height of not greater than 6 inches.

**Section 4.10 Access.** No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot without the prior written consent of the Architectural Control Committee. Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

**Section 4.11 Oil and Mining Operations.** No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**Section 4.12 Surface Areas.** The surface of any servitude area for underground utilities may be used for landscaping. However, neither the Declarant nor any supplier of any utility or service using any servitude area shall be liable to any Lot Owner for any damage done by them, or their respective agents, employees, servants or assigns, to any landscaping located on such servitudes as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

**Section 4.13 Satellite Dishes and Antenna Prohibited.** No Lot shall have a television, C.B., ham or other radio antennas nor any satellite dishes in excess of twenty-four (24") inches in diameter. The location of satellite dishes of twenty-four (24") inches or less in diameter shall be approved by the Architectural Control Committee prior to installation.

**Section 4.14 Mailboxes.** If door to door mail service is available, no Lot Owner shall install a mailbox on a Lot as it front the street. Otherwise, no Lot Owner shall install a mailbox other than the standard Metairie Club Estates mailbox approved by the Architectural Control Committee. All mailboxes shall be of the same design, material and color as approved by the Architectural Control Committee. The price and place to purchase the mailbox will be provided by the Architectural Control Committee.

**Section 4.15 Lighting.** No Lot Owner shall install any exterior Christmas or other holiday lighting onto any Lot without having the design approved by the Architectural Control Committee.

#### ARTICLE V

##### Minimum Standards for Construction

**Section 5.01 Utility and Sewer.** All utility lines shall be installed underground. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after



same are available at the Lot line. No septic tanks or sewer treatment facilities shall be located on any Lot and all sewer generated from any Lot shall be removed by sewer lines connected to sewerage treatment facilities owned by or approved by Jefferson Parish.

**Section 5.02 Construction Requirements.** No residence constructed on any Patio Lot shall have a cost (including any applicable builder's profit and overhead, which customarily is fifteen (15%) percent of costs) of less than \$120,000.00, exclusive of Lot cost, based upon cost levels prevailing on the date these Restrictions are recorded. No residence constructed on any Villa Lot shall have a cost (including any applicable builder's profit and overhead, which customarily is fifteen (15%) percent of costs) of less than \$200,000.00, exclusive of Lot cost, based upon cost levels prevailing on the date these Restrictions are recorded. It is the intention and purpose of this covenant to assure that all residential dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. In the event the costs to construct a residence increases as a result of inflation, the Architectural Control Committee can establish in the future a higher minimum cost based upon the Consumer Price Index (Urban) using the date of these Restrictions as the base date.

**Section 5.03 Size of Residences.** No residential structure erected on any Patio Lot shall have more than two and one-half (2½) stories and on any Villa Lot shall have more than three (3) stories, both not to exceed thirty-five (35) feet in height measured from the finished floor elevation of the first floor to the mid point of the rafter of the roof. All Patio Lot residences shall have a minimum of 2,000 square feet of living space and shall be constructed with at least eighty (80%) percent of the interior ceiling of the first floor having a height of at least nine feet or greater. All Villa Lot residences shall have a minimum of 3,000 square feet of living space and shall be constructed with at least eighty (80%) percent of the interior ceiling of the first floor having a height of at least nine feet or greater.

**Section 5.04 Driveways, Garages and Other Structures.** Upon the completion of construction of the residence, each Lot shall have sufficient off-street parking consisting of a concrete parking apron of a width sufficient to accommodate two automobiles side by side and a one car garage. A porte-cochère is allowed in conjunction with or in addition to the one car garage. In addition to the residence, detached buildings will be allowed for private garages, for utility space or storage, for playhouses or for pool side cabanas; provided that the maximum area occupied by such detached buildings shall not exceed ten percent of the total square footage of such Lot and further provided that any such detached building shall be of the same architectural quality as the main dwelling. No metal buildings nor buildings with metal roofs are permitted, except as specifically allowed in Section 5.09. On Villa Lots, no driveway, sidewalk or pooldeck shall be located nearer than 3 feet to any side lot line thereby maintaining at all times at least a 6 foot minimum setback from driveways on adjoining Lots. There shall only be one driveway per Lot and circle drives shall be considered one driveway. All driveways shall have a minimum width of 10 feet and a maximum width of 24 feet. The Architectural Control Committee must approve all plans and specifications for any driveway, garage or other detached improvements prior to the commencement of construction. All Villa Lot garages that face the street, except corner Lots, shall have a minimum fifteen foot setback from the front facade of the residence. All garages that are on corner Lots or that are side loaded shall have a minimum twenty foot side setback from the side Lot lines.

**Section 5.05 House, Slab and Grade Elevation.** The minimum slab or floor elevation of a residence on any Lot shall be eighteen (18") inches above the crown of the road immediately in front of

the Lot and the maximum slab or floor elevation of a residence on any Lot shall be forty-eight (48") inches above the crown of the road immediately in front of the Lot. Lots may be filled by the owner; however, no Lot may be filled to a level higher than twenty-four (24") inches above the crown of the street fronting such Lot. Thereafter, the slab shall be veneered through the use of brick ledges or other approved detail; provided however, the slab shall not be exposed more than eight (8") inches above the fill surrounding the base of the slab. Prior to pouring the slab or laying the foundation and immediately thereafter, the Lot Owner shall provide to the Architectural Control Committee a grade letter signed by a licensed surveyor evidencing that these requirements have been satisfied.

**Section 5.06 Drainage.** Each Lot shall be sloped and graded in accordance with the subdivision drainage plan to be approved by Declarant and the Parish of Jefferson. No drainage of any Lot shall be altered without the prior written consent of the Architectural Control Committee.

**Section 5.07 Setbacks.** No Improvements shall be located on any Lot nearer than twenty-seven (27) feet to the front lot line facing the street, except Lot 32 which has a thirty-four (34) foot front setback line, all as shown on Exhibit A. No Improvements (other than fences and landscaping) on Lots shall be located nearer than five feet to an interior side lot line. No Improvements (other than fences or landscaping) shall be located on any Villa Lot nearer than fifteen (15) feet to the rear lot line, and no Improvements (other than fences) may be constructed in said setback. No Improvements (other than fences or landscaping) shall be located on any Patio Lot nearer than five (5) feet to the rear lot line; except that as to Lots 1 through 9, no Improvements (other than fences, garages on the Airline Highway side and landscaping and compressors with the consent of the Architectural Control Committee) may be constructed nearer than three (3) feet to the Wall. All measurements shall be from the sill lines to the edge of the lot lines. The Architectural Control Committee may grant waivers or variations to these requirements in the case of irregularly shaped lots, which do not, in the sole opinion of the Architectural Control Committee, adversely affect the overall aesthetics of the Property.

The residence and any addition to any residence shall preserve the existing symmetry or asymmetry and the vertical and horizontal proportion of the building mass of each residence shall be preserved as determined by the Architectural Control Committee. All improvements shall also comply with the setback requirements of Jefferson Parish.

**Section 5.08 Fences.** No fence shall be constructed on any Lot without first obtaining written approval of the Architectural Control Committee. No fence or wall shall be located on any Lot nearer to any street than the point located 10 feet towards the rear lot line from the front sill of the residence or, if a corner lot, fences may be even with the side sill of the residence. As to vacant and unimproved Lots, no fence or wall shall be permitted to extend nearer than thirty-seven (37) feet from the front lot line facing the street. No fence shall be greater than eight feet in height and shall be constructed of brick, stucco, wrought iron, redwood, cedar or similar construction. Chain link, wire or unfinished concrete or cinder blocks or other unsightly fencing is prohibited. Unless constructed by the Declarant, all fences parallel or coterminous to the Golf Course shall be a maximum of six feet and shall be constructed with wrought iron or other metal acceptable to the Architectural Control Committee as an open style picket fence with at least five (5") inches between each wrought iron spear. Brick or stucco piers will be allowed every thirty (30') or as otherwise determined by the Architectural Control Committee. Any fence perpendicular to or approaching the Golf Course and located nearer than thirty (30') feet from the rear lot line for Golf Course Lots shall be a maximum of six feet and shall be constructed with wrought iron or other metal acceptable to the Architectural Control Committee as an open style picket fence. All

other fences may be constructed of solid material, such as brick, stucco, redwood or cedar, on side Lot lines no further than thirty feet from the rear of the residence and no closer than thirty feet to the rear lot lines for Golf Course Lots. Fences for corner Lots which face the street may be constructed of solid material, such as brick, stucco, redwood or cedar. Fences shall be painted or stained to match the color of the residence. All frame work for any fence shall be on the interior side of the Lot. No fence shall have any lights installed in or as a part of such fence.

Unless constructed by the Declarant prior to the purchase of a Golf Course Lot, all Golf Course Lot Owners shall no later than 90 days after purchase of a Golf Course Lot complete construction of a fence of wrought iron or other metal acceptable to the Architectural Control Committee parallel or coterminous to the Golf Course that complies with the above requirements and is in accordance with a style approved by the Architectural Control Committee. This fence shall divide the Golf Course Lot from the Golf Course and shall run from sideline to sideline of such Golf Course Lot. If a Golf Course Lot Owner does not timely build this fence in accordance with the terms hereof, the Architectural Control Committee shall have the right to build it and the defaulting Golf Course Lot Owner agrees that the Architectural Control Committee shall be reimbursed for one hundred and fifty (150%) percent of its out of pocket costs in constructing such a fence and shall have lien rights in accordance with Article III hereof.

All Golf Course Lot Owners shall be responsible to maintain the Golf Course Fence in the same condition as when constructed. All other applicable Lot Owners shall maintain the Rear Yard Fence in the same condition as when constructed.

**Section 5.09 Roofs.** The minimum roof pitch for the main roof structure of any residences shall have a vertical raise of at least six inches for each twelve horizontal inches unless otherwise approved by the Architectural Control Committee. All roof shingles shall have an architectural style such as Prestige Brand or equivalent. Quality standing seam metal roofing may be considered by the Architectural Control Committee on an individual basis for certain architectural styles.

**Section 5.10 Fireplaces.** All fireplace flues and chimneys shall be covered with brick or the same masonry or stucco used on the exterior of the residence or such other material as approved by the Architectural Control Committee. All fireplaces shall have a copper or brick chimney cap. Galvanized metal caps are not allowed.

**Section 5.11 Landscaping.** All landscaping for the front yard of any improved Lot shall be first approved in writing by the Architectural Control Committee. All landscaping shall be installed within thirty days of the substantial completion of the residence. The front and side yards must be completely sodded. At a minimum, each Villa Lot with a residence must have fifty 3 gallon shrubs and four 1 1/2 inch caliper size trees planted in the front yard. If the landscaping is not installed within thirty days of the substantial completion of the residence, the Architectural Control Committee shall have the right, but not the obligation, to cause such landscaping to be planted and such Lot Owner shall be liable to pay to the Architectural Control Committee one hundred and fifty (150%) percent of the out of pocket costs of the Architectural Control Committee to install such landscaping, plus any attorney's fees or other costs incurred by it in collecting such sums from the Lot Owner.

**Section 5.12 Basketball Goals.** No basketball goal shall be installed on or beyond the front facade of any residence or within the front yard setbacks. On corner Lots, a basketball goal may be installed beyond the side street facade of the residence but not within the side yard setback.

**Section 5.13 Raised Decks.** Any raised deck and its supports shall be constructed of materials which relate to the residence such as wood, brick or stucco. If wooden posts are used, they must be at least six by six (6"x 6") inch with base and capital detailing. The bottom of any deck must be skinned and trimmed. The deck railing design must be detailed and painted to match the details of the residence. No deck or terraces shall be constructed at a height in excess of thirty (30") inches from the existing lot grade elevation.

**Section 5.14 Exterior Finishes.** At least eighty (80%) percent of all residences and garages shall be constructed of masonry or stucco or wood or such other material as may be approved by the Architectural Control Committee. Vinyl siding shall not be used in any residences except in fascia, soffits, eaves or ceilings of porches.

**Section 5.15 Swimming Pools.** All swimming pools situated on any Lot shall be constructed of an in ground construction or type and no raised pools shall be allowed on any Lot. The design of all swimming pools shall be approved by the Architectural Control Committee prior to installation.

**Section 5.16 Exterior or Flood Lighting.** Exterior, flood, pool, patio or landscape lighting must not infringe upon adjacent Lots. All accent lighting should be direct task type fixtures and should be as close to grade as possible. All exterior lighting must be approved by the Architectural Control Committee prior to installation.

#### ARTICLE VI Home Owner's Association

**Section 6.01 Home Owners Association.** In accordance with the provisions of La. R. S. 9:1145, *et seq.*, Declarant, as owner of the Property, has created the Metairie Club Estates Home Owners Association (hereinafter the "Home Owners Association"), which is a Louisiana Nonprofit Corporation created under the provisions of La. R. S. 12:201, *et seq.* Upon the purchase of a Lot, a Lot Owner will become a member of the Home Owners Association. The rights of a member of the Home Owners Association shall be governed by the bylaws and articles of incorporation of the Home Owners Association.

**Section 6.02 Duties.** The Home Owners Association will (i) maintain and oversee the maintenance of the Wall, the gate and entrance into Metairie Club Estates, the maintenance of all Streets, street lights and street signs located in Metairie Club Estates and the maintenance, mowing and landscaping of the Common Area and other common areas located in the Property, (ii) assist the Architectural Control Committee in policing these Restrictions and the ordinances of the Parish of Jefferson, including but not limited to enforcing the requirements provided in Sections 3.05, 3.06 and 4.09 and (iii) provide such other services as may be decided by the Board of Directors which relate to the aesthetics of the Property. Additionally, the Home Owners Association may provide security and guard service for the Property and the Lot Owners if approved by its Board of Directors.

**Section 6.03 Dues.** All Lot Owners, other than the Declarant, will be assessed quarterly dues in the amount of One Hundred and no/100 (\$100.00) dollars per month payable quarterly to pay for the activities of the Home Owners Association as determined by the Board of Directors of the Home Owners Association. Dues may be increased or reduced at the annual meeting of the Home Owners Association or at a special meeting called for such purpose all in accordance with the By-laws of the Home Owners Association. The Declarant shall not be obligated to pay any dues to the Home Owners Association.

**Section 6.04 Lien Rights.** The Declarant hereby imposes upon all of the Lots the right of the Home Owners Association to impose and file in the mortgage records of Jefferson Parish a privilege against any Lot, including a privilege under La. R. S. 9:1145, as security for the failure of a Lot Owner to pay any dues, charges or expenses imposed upon such Lot Owner by the Home Owners Association and/or the Architectural Control Committee. All expenses, including all reasonable attorneys fees, incurred by the Home Owners Association in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or otherwise enforcing these Restrictions shall be the responsibility of the defaulting Lot Owner, and the Home Owners Association shall have the right to file a privilege against any Lot owned by the defaulting Lot Owner, including in accordance with La. R. S. 9:1145, to recover the costs and expenses owed by such defaulting Lot Owner to the Home Owners Association and/or the Architectural Control Committee, which shall include all attorneys fees incurred by the Home Owners Association in enforcing these Restrictions against the defaulting Lot Owner. Additionally, the Home Owners Association shall have the right to file a privilege against any Lot owned by a Lot Owner, including in accordance with La. R. S. 9:1145, as security for the repayment of any dues or other expenses and charges, including attorneys fees, owed by such Lot Owner to the Home Owners Association and/or the Architectural Control Committee.

**Section 6.05 Parties.** In the event a Lot Owner plans to have a party of ten or more people, such Lot Owner shall contact the Home Owners Association to arrange for a guard to stay at the front entrance of the Property to allow the easy ingress and egress of the guests, all at the sole cost and expense of such Lot Owner.

**ARTICLE VII  
General Provisions**

**Section 7.01 Duration.** These Restrictions shall run with and bind the Lots and the other property in the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Architectural Control Committee and/or the Home Owners Association, their respective legal representatives, heirs, successors and assigns, for a perpetual term for an initial term commencing on the effective date hereof and ending on January 1, 2050. Subject to the prior written consent of Declarant which consent shall be in its sole discretion, these Restrictions may be amended or terminated at anytime by Declarant and Lot Owners, who own at least fifty-one (51%) percent of the Property subject to these Restrictions, pursuant to an agreement duly executed and properly recorded in the appropriate records of Jefferson Parish, Louisiana; provided however, Declarant shall have the sole right to amend these Restrictions pursuant to an agreement duly executed and properly recorded in the appropriate records of Jefferson Parish, Louisiana within 730 days after the date hereof.

**Section 7.02 Interpretation.** If these Restrictions or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the

interpretation which is most nearly in accordance with the general purposes and objectives of these Restrictions shall govern.

**Section 7.03 Notices.** Any notice required to be sent to any Lot Owner or other owner of property in the Property under the provisions of these Restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of such person on the records of the Home Owners Association at the time of such mailing. Any notice or demand is required or permitted hereunder to be given to any Lot Owner or other owner of property in the Property shall be deemed to have been sufficiently given and served for all purposes (if mailed) three (3) calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one (1) Business Day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed in accordance with the above.

**Section 7.04 Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

**Section 7.05 Severability.** Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictions, or any part hereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

**Section 7.06 Governing Law.** These Restrictions are a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.

**Section 7.07 Transfer of Rights.** Declarant, its heirs, successors and assigns may transfer any rights and duties it may have under these Restrictions to any subsequent purchaser of one or more of the Lots or to the Home Owners Association upon written agreement signed by all applicable parties; and upon the transfer of such rights and duties, Declarant shall be released and relieved of any further liability to any Lot Owner or to the Home Owners Association under these Restrictions.

87-59167

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1.

THUS DONE AND PASSED, in multiple originals, in my office in New Orleans, Louisiana, on the day, month and year first above written and in the presence of the undersigned, good and competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after reading the whole.

WITNESSES:

*Amely [unclear]*  
*Robert [unclear]*

METAIRIE CLUB GARDENS, L.L.C.

By: *H. Hunter White, III*  
H. Hunter White, III  
Its Manager

By: *Lowery W. Smith*  
Lowery W. Smith  
Its Manager

*M. Walker Baus*  
NOTARY PUBLIC

**M. WALKER BAUS**  
NOTARY PUBLIC  
Parish of Orleans, State of Louisiana  
My Commission is issued for 11/1/17

87-59167

ACT # 97-59167

[ ] SEE ORIGINAL FOR MAP

[ ] SEE ORIGINAL FOR ATTACHMENT

[ ] SEE SPEC INDEX FOR CABINET  
AND DRAWER NUMBER

[ ] OTHER see map cabinet  
\_\_\_\_\_  
\_\_\_\_\_



WATSON, JARDEN, KUREZKY, TESSIER,  
FINN, BLOSSMAN & AREAUX, L. L. C.,  
1100 Poydras Street, Suite 2700  
New Orleans LA 70163

9828580 CB 2984 10

FIRST AMENDMENT TO \* UNITED STATES OF AMERICA  
DECLARATION OF \* STATE OF LOUISIANA  
COVENANTS & RESTRICTIONS \* PARISH OF JEFFERSON  
FOR METAIRIE CLUB ESTATES \*

98-28580

BE IT KNOWN, that on this 21st day of May, 1998, before me Frank A. Tessier, a Notary Public, duly commissioned and qualified in and for the Parish of Orleans, Louisiana, and in the presence of the undersigned competent witnesses;

**PERSONALLY CAME AND APPEARED:**

Metairie Club Gardens, L.L.C., a Louisiana limited liability company, whose tax identification number is 72-1359407 and mailing address is 203 Carondelet Street, Suite 210, New Orleans, Louisiana 70130, herein represented by one of its Managers, Lowery W. Smith (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the owner of Metairie Club Estates, Metairie, Jefferson Parish, State of Louisiana which is more particularly described as Parcel A and Lots 1 through 54, Metairie Club Estates, Jefferson Parish, State of Louisiana as set forth in Ordinance No. 20075, dated August 2, 1997, registered in the conveyance records of Jefferson Parish, on August 14, 1997, at Entry No. 97-42541, in COB 2967, folio 199 (the "Property");

WHEREAS, Declarant created those certain Declaration Of Covenants & Restrictions executed by Metairie Club Gardens, L.L.C., dated November 4, 1997, recorded COB 2972, folio 665, Act No. 97-59167, records of Jefferson Parish, Louisiana, (the "Declarations") to create a uniform high quality in the grounds, buildings and improvements in the Property, and to afford joint protection to all parties, present and future, who purchase and own property therein;

WHEREAS, the Declarant desires to amend the Declarations and in accordance with Section 7.01 of the Declarations, Declarant, as sole owner of the Property is allowed to amend the Declarations;

NOW, THEREFORE, Declarant, effective as of May 21, 1998, does hereby amend the Declarations by amending and restating Section 5.03 and Section 5.04 of the Declarations, as follows:

**Section 5.03 Size of Residences.** No residential structure erected on any Patio Lot shall have more than two and one-half (2½) stories and on any Villa Lot shall have more than three (3) stories, both not to exceed thirty-five (35) feet in height measured from the finished floor elevation of the first floor to the mid point of the rafter of the roof. All Patio Lot residences shall be constructed with at least eighty (80%) percent of the interior ceiling of the first floor having a height of at least nine feet or greater. All Villa Lot residences shall be constructed with at least eighty (80%) percent of the interior ceiling of the first floor having a height of at least nine feet or greater.

**Section 5.04 Driveways, Garages and Other Structures.** Upon the completion of construction of the residence, each Lot shall have sufficient off-street parking consisting of a

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CERTIFICATE OF AUTHORITY OF MANAGER OF  
LIMITED LIABILITY COMPANY

98-28580

Lowery W. Smith and Harold Hunter White, III, hereby certify that they are the Managers of Metairie Club Gardens, L.L.C. (the "Company"), a Louisiana limited liability company, and that Lowery W. Smith is authorized to act on behalf of the Company an amendment to those certain Declaration Of Covenants & Restrictions executed by Metairie Club Gardens, L.L.C., dated November 4, 1997, recorded COB 2972, folio 665, Act No. 97-59167, records of Jefferson Parish, Louisiana with such amendment to be on such terms and conditions as he may deem necessary or proper. Lowery W. Smith and Harold Hunter White, III further certify that the Operating Agreement of the Company dated February 13, 1997 has not been amended.

Executed at New Orleans on the 21st day of May, 1998.

  
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HADOCSTESSIERMETCLUBRESTRICTVCERTMGR

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WAIVER	*	UNITED STATES OF AMERICA
BY	*	STATE OF LOUISIANA
METAIRIE CLUB GARDENS, L.L.C.	*	PARISH OF JEFFERSON

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BE IT KNOWN, that on this 19th day of June, 2000;

BEFORE ME, the undersigned, a Notary Public, duly commissioned and qualified, in and for the Parish of Orleans, State of Louisiana, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED:

METAIRIE CLUB GARDENS, L.L.C., (TIN 72-1359407) a Louisiana limited liability company, whose mailing address is 203 Carondelet Street, New Orleans, Louisiana 70130 represented herein by Lowery W. Smith, its Manager, duly authorized to appear herein on its behalf, (the "Seller")

who declared that:

WHEREAS, Tracie Gioe Garner wife of/and James M. Garner (the "Purchaser") intend to purchase that certain property described on Exhibit "A" attached hereto (the "Property") that is subject to that Declaration of Covenants and Restrictions executed by Metairie Club Gardens, L.L.C. dated November 4, 1997 recorded under Entry No. 97-59167, COB 2972, folio 665 on November 7, 1997 as amended by First Amendment to Declaration of Covenants and Restrictions executed by Metairie Club Gardens, L.L.C. dated May 21, 1998 recorded under Entry No. 98-28580, COB 2984, folio 10 on May 21, 1998. (as amended, the "Declaration"), which Declaration subjects the Property to various restrictions, covenants and conditions;

WHEREAS, pursuant to Section 5.07 of the Declaration, the setback of any building on the Property should be twenty-seven (27') feet;

WHEREAS, the building on the Property has a setback of twenty-four (24') feet;

WHEREAS, the Declaration gives the Architectural Control Committee of Metairie Club Estates Subdivision (the "Architectural Control Committee") the right to approve architectural plans and material specifications of buildings and improvements to be built on the Property;

WHEREAS, the Seller controls the Architectural Control Committee;

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WHEREAS, Buyer desires that Seller approve the twenty-four (24') feet setback and also approve the building as otherwise constructed on the Property (Seller's Approval); and

NOW THEREFORE, in consideration of Seller's Approval, as well as the mutual covenants and promises contained herein, the parties do hereby agree as follows:

Seller acknowledges and agrees that the building located on the Property is approved as-built and Seller does hereby waive any other violations occurring under the Declaration with respect to the building and improvements constructed on the Property, including without limitation any violation of the twenty-seven (27') feet setback requirement, which may exist on the day of this waiver.

THUS DONE AND PASSED on the 19<sup>th</sup> day of June, 2000, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Seller and me, Notary, after reading of the whole.

WITNESSES:

*Mary E. [Signature]*  
*Anna W. Boone*

APPEARER:

BY: METAIRIE CLUB GARDENS, L.L.C

By: *[Signature]*  
Name: Lowery W. Smith  
Title: Manager

*[Signature]*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AT MY DEATH

10029980

EXHIBIT A

ONE CERTAIN LOT OF GROUND SITUATED IN THE STATE OF LOUISIANA, PARISH OF JEFFERSON IN THAT SUBDIVISION OF METAIRIE CLUB ESTATES BEING DESIGNATED AS LOT 48 BOUNDED BY FOREST COURT, EASTERN BOUNDARY OF SUBDIVISION (SIDE), METAIRIE COUNTRY CLUB (SIDE), AIRLINE DR. (SIDE) (LATE AIRLINE HWY.), AND BERESFORD DRIVE (SIDE) AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF CURVATURE AT THE SOUTHEAST CORNER OF BERESFORD DRIVE (PRIVATE DR.) AND FOREST COURT (PRIVATE DR.), THENCE MEASURE ALONG THE SOUTH RIGHT OF WAY LINE OF FOREST COURT (PRIVATE DR.) N 65° 24' 07" E A DISTANCE OF 105.79' TO THE POINT OF BEGINNING, THENCE MEASURE ALONG SAID RIGHT OF WAY LINE N 65° 24' 07" E A DISTANCE OF 10.38' TO A POINT OF CURVATURE, THENCE MEASURE ALONG SAID RIGHT OF WAY ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 25' A DISTANCE OF 18.25' TO A POINT OF REVERSE CURVATURE THENCE MEASURE ALONG THE SOUTH RIGHT OF WAY LINE OF FOREST COURT (PRIVATE DR.) ALONG THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 26' A DISTANCE OF 36.07' TO A POINT THENCE MEASURE S 55° 58' 25" E A DISTANCE OF 111.99' TO A POINT, THENCE MEASURE S 56° 54' 59" W A DISTANCE OF 91.77' TO A POINT, THENCE MEASURE N 38° 00' 03" A DISTANCE OF 120.01' TO THE POINT OF BEGINNING.

CARVER, DARDEN, KURETZKY, TESSIER,  
FINN, BLOSSMAN & AREAUX, L.L.C.,  
1100 Poydras Street, Suite 2700  
New Orleans, LA 70163

10051825

10051825 CB 3040 260

SECOND AMENDMENT TO \* UNITED STATES OF AMERICA  
DECLARATION OF \* STATE OF LOUISIANA  
COVENANTS & RESTRICTIONS \* PARISH OF JEFFERSON  
FOR METAIRIE CLUB ESTATES \*

BE IT KNOWN, that on this 6th day of October, 2000, before me JUDITH E. ZIMMERMAN, a Notary Public, duly commissioned and qualified in and for the Parish of Orleans, Louisiana, and in the presence of the undersigned competent witnesses;

**PERSONALLY CAME AND APPEARED:**

METAIRIE CLUB GARDENS, L.L.C., a Louisiana limited liability company, whose tax identification number is 72-1359407 and mailing address is 203 Carondelet Street, Suite 210, New Orleans, Louisiana 70130, herein represented by one of its Managers, Lowery W. Smith (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the original owner of Metairie Club Estates, Metairie, Jefferson Parish, State of Louisiana which is more particularly described as Parcel A and Lots 1 through 54, Metairie Club Estates, Jefferson Parish, State of Louisiana as set forth in Ordinance No. 20075, dated August 2, 1997, registered in the conveyance records of Jefferson Parish, on August 14, 1997, at Entry No. 97-42541, in COB 2967, folio 199 (the "Property");

WHEREAS, Declarant created those certain Declaration Of Covenants & Restrictions executed by Metairie Club Gardens, L.L.C., dated November 4, 1997, recorded COB 2972, folio 665, Act No. 97-59167, records of Jefferson Parish, Louisiana, as amended by that certain First Amendment Declaration Of Covenants & Restrictions executed by Metairie Club Gardens, L.L.C., dated May 21, 1998, recorded COB 2984, folio 10, Act No. 98-28580, records of Jefferson Parish, Louisiana (the "Declarations") to create a uniform high quality in the grounds, buildings and improvements in the Property, and to afford joint protection to all parties, present and future, who purchase and own property therein;

WHEREAS, the Declarant desires to amend the Declarations and in accordance with Section 7.01 of the Declarations, Declarant, as the owner of 35 of the 54 Lots in the Property, which is more than Fifty-one (51%) percent of the Lots of the Property subject to the Restrictions, is allowed to amend the Declarations;

NOW, THEREFORE, Declarant, effective as of the date hereof, does hereby amend the Declarations by amending and restating Section 5.07 of the Declarations, as follows:

**Section 5.07 Setbacks.** No Improvements shall be located on any Lot nearer than twenty-seven (27) feet to the front lot line facing the street, except Lot 32 which has a thirty-four (34) foot front setback line, all as shown on Exhibit A. No Improvements (other than fences and landscaping) on Lots shall be located nearer than five feet to an interior side lot line. No Improvements (other than fences or landscaping) shall be located on any Villa Lot nearer than fifteen (15) feet to the rear lot line, and no Improvements (other than fences, garages and other accessory buildings) shall be constructed in said setback. No Improvements (other than fences or

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landscaping) shall be located on any Patio Lot nearer than five (5) feet to the rear lot line; except that as to Lots 1 through 9, no improvements (other than fences, garages on the Airline Highway side and landscaping and compressors with the consent of the Architectural Control Committee) may be constructed nearer than three (3) feet to the Wall. All measurements shall be from the sill lines to the edge of the lot lines.

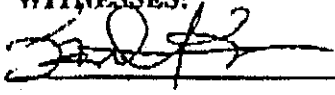
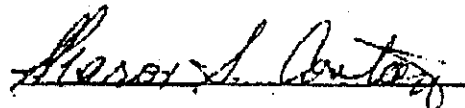
The Architectural Control Committee may grant waivers or variations to these requirements, which do not, in the sole opinion of the Architectural Control Committee, adversely affect the overall aesthetics of the Property.

The residence and any addition to any residence shall preserve the existing symmetry or asymmetry and the vertical and horizontal proportion of the building mass of each residence shall be preserved as determined by the Architectural Control Committee.

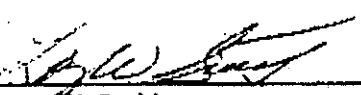
Other than as amended hereby, all terms and conditions of the Declarations shall remain in full force and effect and are acknowledged by the Declarant, as the owner of 35 of the 54 Lots of Property (which is more than sixty-four (64%) percent of the Lots), to be in full force and effect as amended hereby. All terms used herein which are not otherwise defined herein, shall have the meaning as provided in the Declarations, as amended.


THUS DONE AND PASSED, in multiple originals, in my office in New Orleans, Louisiana, on the day, month and year first above written and in the presence of the undersigned, good and competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after reading the whole.

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

METAIRIE CLUB GARDENS, L.L.C.

By:   
\_\_\_\_\_  
Lowery W. Smith  
Its Manager

  
\_\_\_\_\_  
NOTARY PUBLIC

Notary Public for the State of Louisiana



Attorneys Legal Leggs, Inc.  
Carver

THIRD AMENDMENT TO	*	UNITED STATES OF AMERICA
DECLARATION OF	*	STATE OF LOUISIANA
COVENANTS & RESTRICTIONS	*	PARISH OF JEFFERSON
FOR METAIRIE CLUB ESTATES	*	10 11 11 64

BE IT KNOWN, that on this 9<sup>th</sup> day of March, 2001, before me FRANK A. TESSIER, a Notary Public, duly commissioned and qualified in and for the Parish of Orleans, Louisiana, and in the presence of the undersigned competent witnesses;

**PERSONALLY CAME AND APPEARED:**

**METAIRIE CLUB GARDENS, L.L.C.**, a Louisiana limited liability company, whose tax identification number is 72-1359407 and mailing address is 203 Carondelet Street, Suite 210, New Orleans, Louisiana 70130, herein represented by one of its Managers, Lowery W. Smith (hereinafter referred to as the "Declarant").

**WHEREAS**, Declarant is the original owner of Metairie Club Estates, Metairie, Jefferson Parish, State of Louisiana which is more particularly described as Parcel A and Lots 1 through 54, Metairie Club Estates, Jefferson Parish, State of Louisiana as set forth in Ordinance No. 20075, dated August 2, 1997, registered in the conveyance records of Jefferson Parish, on August 14, 1997, at Entry No. 97-42541, in COB 2967, folio 199 (the "Property");

**WHEREAS**, Declarant created those certain Declaration Of Covenants & Restrictions executed by Metairie Club Gardens, L.L.C., dated November 4, 1997, recorded COB 2972, folio 665, Act No. 97-59167, records of Jefferson Parish, Louisiana, as amended by that certain First Amendment Declaration Of Covenants & Restrictions executed by Metairie Club Gardens, L.L.C., dated May 21, 1998, recorded COB 2984, folio 10, Act No. 98-28580, records of Jefferson Parish, Louisiana, and by that certain Second Amendment Declaration Of Covenants & Restrictions executed by Metairie Club Gardens, L.L.C., dated October 6, 2000, recorded COB 3040, folio 260, Act No. 10051825, records of Jefferson Parish, Louisiana (collectively the "Declarations") to create a uniform high quality in the grounds, buildings and improvements in the Property, and to afford joint protection to all parties, present and future, who purchase and own property therein;

**WHEREAS**, the Declarant desires to amend the Declarations and in accordance with Section 7.01 of the Declarations, Declarant, as the owner of 35 of the 54 Lots in the Property, which is more than Fifty-one (51%) percent of the Lots of the Property subject to the Restrictions, is allowed to amend the Declarations;

**NOW, THEREFORE**, Declarant, effective as of the date hereof, does hereby amend the Declarations by amending and restating Section 5.07 of the Declarations, as follows:

**Section 5.07 Setbacks.** No Improvements shall be located on any Lot nearer than twenty-four (24') feet to the front lot line facing the street, except Lot 32 which has a thirty-four (34') foot front setback line, all as shown on Exhibit A. No Improvements (other than fences and landscaping) on any Lot shall be located nearer than five feet to an interior side lot line. No Improvements (other than fences or landscaping) shall be located on any Villa Lot nearer than fifteen (15) feet to the rear lot line, and no Improvements (other than fences, garages and other

CARVER, DARDEN, KOREYKY, TESSIER,  
ATTORNEYS AT LAW  
1150 Maple Street, Suite 2700  
New Orleans, LA 70163

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accessory buildings) shall be constructed in said setback. No Improvements (other than fences or landscaping) shall be located on any Patio Lot nearer than five (5) feet to the rear lot line; except that as to Lots 1 through 9, no Improvements (other than fences, garages on the Airline Highway side and landscaping and compressors with the consent of the Architectural Control Committee) may be constructed nearer than three (3) feet to the Wall. All measurements shall be from the sill lines to the edge of the lot lines.

The Architectural Control Committee may grant waivers or variations to these requirements, which do not, in the sole opinion of the Architectural Control Committee, adversely affect the overall aesthetics of the Property.

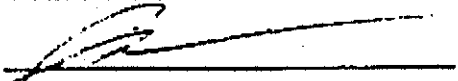
The residence and any addition to any residence shall preserve the existing symmetry or asymmetry and the vertical and horizontal proportion of the building mass of each residence shall be preserved as determined by the Architectural Control Committee.

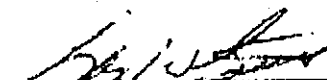
Other than as amended hereby, all terms and conditions of the Declarations shall remain in full force and effect and are acknowledged by the Declarant, as the owner of 35 of the 54 Lots of Property (which is more than sixty-four (64%) percent of the Lots), to be in full force and effect as amended hereby. All terms used herein which are not otherwise defined herein, shall have the meaning as provided in the Declarations, as amended.

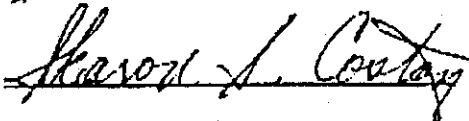
THUS DONE AND PASSED, in multiple originals, in my office in New Orleans, Louisiana, on the day, month and year first above written and in the presence of the undersigned, good and competent witnesses, who herewith sign their names with the said Appearer and me, Notary, after reading the whole.

WITNESSES:

METAIRIE CLUB GARDENS, L.L.C.



By:   
Lowery W. Smith  
Its Manager



  
NOTARY PUBLIC

**WINTERS TITLE AGENCY  
830 N. CARROLLTON AVE.  
NEW ORLEANS, LA 70119  
PH: 488-8891**

**10318969**

FOURTH AMENDMENT TO	*	UNITED STATES OF AMERICA
DECLARATION OF	*	STATE OF LOUISIANA
COVENANTS & RESTRICTIONS	*	PARISH OF JEFFERSON
FOR METAIRIE CLUB ESTATES	*	

This **FOURTH AMENDMENT TO DECLARATION OF COVENANTS & RESTRICTIONS FOR METAIRIE CLUB ESTATES** is dated and effective as of the 6<sup>th</sup> day of March, 2003, by the hereinafter named lot owners and

**METAIRIE CLUB GARDENS, L.L.C.**, a Louisiana limited liability company, whose tax identification number is 72-1359407 and mailing address is 203 Carondelet Street, Suite 210, New Orleans, Louisiana 70130, herein represented by one of its Managers, Lowery W. Smith (hereinafter referred to as the "Declarant").

**WHEREAS**, Declarant was the original owner of Metairie Club Estates, Metairie, Jefferson Parish, State of Louisiana which was originally described as Parcel A and Lots 1 through 54, Metairie Club Estates, Jefferson Parish, State of Louisiana as set forth in Ordinance No. 20075, dated August 2, 1997, registered in the conveyance records of Jefferson Parish, on August 14, 1997, at Entry No. 97-42541, in COB 2967, folio 199 (the "Property");

**WHEREAS**, Declarant created those certain Declaration Of Covenants & Restrictions executed by Metairie Club Gardens, L.L.C., dated November 4, 1997, recorded COB 2972, folio 665, Act No. 97-59167, records of Jefferson Parish, Louisiana, as amended by that certain First Amendment Declaration Of Covenants & Restrictions executed by Metairie Club Gardens, L.L.C., dated May 21, 1998, recorded COB 2984, folio 10, Act No. 98-28580, records of Jefferson Parish, Louisiana, and by that certain Second Amendment Declaration Of Covenants & Restrictions executed by Metairie Club Gardens, L.L.C., dated October 6, 2000, recorded COB 3040, folio 260, Act No. 10051825, records of Jefferson Parish, Louisiana and by that certain Third Amendment Declaration Of Covenants & Restrictions executed by Metairie Club Gardens, L.L.C., dated March 9, 2001, recorded COB 3048, folio 396, Act No. 1011164, records of Jefferson Parish, Louisiana (collectively the "Declarations") to create a uniform high quality in the grounds, buildings and improvements in the Property, and to afford joint protection to all parties, present and future, who purchase and own property therein;

**WHEREAS**, the Declarant desires to amend the Declarations and in accordance with Section 7.01 of the Declarations, and Declarant, as the owner of Parcel A and of 19 of the now 52 Lots in the Property (which Lots are as follows: Lot 1, 3, 4, 9, 10, 11, 13, 14, 15, 17, 18, 19, 20, 34, 43, 44, 50, 51 and 54), along with the hereinafter named Lot Owners, which together own more Fifty-one (51%) percent of the Property subject to the Restrictions, is allowed to amend the Declarations;

**NOW, THEREFORE**, Declarant, effective as of the date hereof, does hereby amend the Declarations by amending and restating Section 5.07 of the Declarations, as follows:

**Section 5.07 Setbacks.** No Improvements shall be located on any Lot nearer than (i) twenty-two (22') feet to the front lot line facing for Lots 1 through and including 16 as they face Hunter Street or (ii) twenty-four (24') feet to the front lot line facing the street for all of the other Lots, except Lot 32 which has a thirty-four (34') foot front setback line. No Improvements (other than fences and landscaping) on any Lot shall be located nearer than five feet to an interior side lot line. No Improvements (other than fences or landscaping) shall be located on any Villa Lot nearer than fifteen (15) feet to the rear lot line, and no Improvements (other than fences, garages and other accessory buildings) shall be constructed in said setback. No Improvements (other than fences or landscaping) shall be located on any Patio Lot nearer than five (5) feet to the rear lot line; except that as to Lots 1 through 9, no Improvements (other than fences, garages on the Airline Highway side and landscaping and compressors with the consent of the Architectural Control Committee) may be constructed nearer than three (3) feet to the Wall. All measurements shall be from the sill lines to the edge of the lot lines.

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The Architectural Control Committee may grant waivers or variations to these requirements, which do not, in the sole opinion of the Architectural Control Committee, adversely affect the overall aesthetics of the Property.

The residence and any addition to any residence shall preserve the existing symmetry or asymmetry and the vertical and horizontal proportion of the building mass of each residence shall be preserved as determined by the Architectural Control Committee.

Other than as amended hereby, all terms and conditions of the Declarations shall remain in full force and effect and are acknowledged by the Declarant to be in full force and effect as amended hereby. All terms used herein which are not otherwise defined herein, shall have the meaning as provided in the Declarations, as amended.

This Fourth Amendment to Declaration of Covenants & Restrictions for Metairie Club Estates may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument and shall be effected as to all parties who execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Declaration of Covenants & Restrictions for Metairie Club Estates effective as of the date first hereinabove set forth.

DECLARANT:

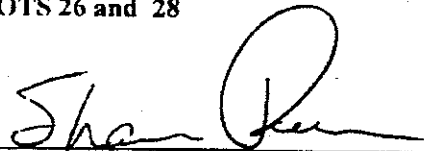
METAIRIE CLUB GARDENS, L.L.C.

LOTS 26 and 28

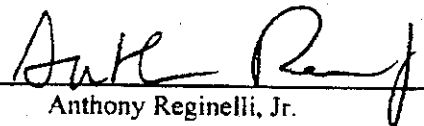
By:



Lowery W. Smith  
Its Manager



Shauna L. Reginelli



Anthony Reginelli, Jr.

LOT 2

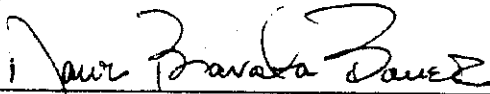
LOT 12

Larry D. Forster



Richard E. Bauer

Glendolyn Matherne Forster

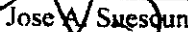


Dawn Bravata Bauer

LOT 24

LOT 6

Bruce V. Schewe

  
Jose A. Suesoun

LOT 37

LOT 41

  
Brian G. Rourke

Beresford KMS, L.L.C.

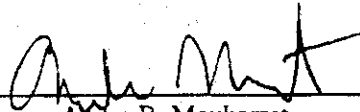
  
Lisa Anne Hay Rourke

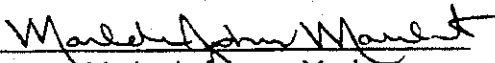
By:



Shaun M. McCarthy

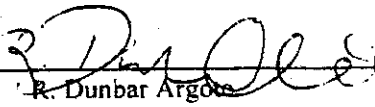
LOT 49

  
\_\_\_\_\_  
Andre B. Mauberret

  
\_\_\_\_\_  
Marlande Johnson Mauberret

LOT 53

GREAT SOUTHERN APPRAISAL  
CORPORATION PROFIT SHARING  
PLAN TRUST

By:   
\_\_\_\_\_  
R. Dunbar Argote  
Its Trustee

LOT 52

10318969

Lot 52, L.L.C.

By: \_\_\_\_\_  
Henry D. Ogden, IV  
Its Chief Executive Officer

LOT 15

GLENAIR HOMES, L.L.C.

By:   
\_\_\_\_\_  
Lowery Smith  
Its Managing Member

PL 1000 10/04/00 11/13/01 11/13/01 11/13/01 11/13/01 11/13/01 11/13/01 11/13/01 11/13/01 11/13/01