

## RESTRICTIVE COVENANTS – GARDEN PARK ESTATES OWNERS ASSOCIATION

### REPLACING ALL EXISTING COVENANT RESTRICTIONS

Said appearers declared that they do individually and collectively now impose and create upon all of the above described properties the following restrictions and conditions, which shall be covenants running with the land, and replacing all existing restrictive covenants, and shall apply to all future sales and conveyances of said property for a period of ninety-nine years from date hereof, which restrictions are more particularly described and set forth as follows, to-wit:

Any new construction or renovation prior to being submitted to the City of Gretna for a building permit, plans must be submitted to and approved by the Architectural Review Committee.

#### 1.

For all lots fronting Derbes and Marie Drives, including any future extension of Marie Drive, no building or buildings shall be built or erected nearer than twenty-five (25) feet to the front property line, the porch being part of the building, steps excluded, nor nearer than twenty (20) feet to the rear line and six (6) feet to the side of said property. No unattached garage, unattached carport, or outbuilding shall be located nearer than six (6) feet from the side lines of interior lots, or five (5) feet from the rear property lines of all lots; For all lots fronting all other streets in Garden Park Estates, no building shall be built or erected nearer than twenty (20) feet to the front property line, the porch being part of the building, steps excluded, nor nearer than twenty (20) feet to the rear line and five (5) feet to the side of said property. No unattached garage, unattached carport, or outbuilding shall be located nearer than five (5) feet from the side lines of interior lots, or five (5) feet from the rear property lines

of all lots.

On corner lots, the side yard shall not be less than ten (10) feet.

2.

All of the above and foregoing lots shall be devoted to single family dwellings and accessory buildings including private garages, on the same building site. The use of said property shall be limited to residential purposes only, and double collages, duplexes, apartments or tenements or other residents for the purpose of accommodating two or more families shall not be erected on said property. The dwelling must have a minimum of twenty-three hundred (2300) square footage living area exclusive of carports, garages and accessory buildings.

3.

Each lot and dwelling shall be used for single family residential purposes, and no trade or business of any kind shall be carried on therein. The use of a portion of a dwelling as an office by the Declarant shall not be considered to be a violation of this covenant if: (1) such does not create regular customer, client, or employee traffic; (2) no product is manufactured, inventoried or repaired in the dwelling or on the lot; (3) No vehicles associated with business delivery or services are stored on the lot or street; (4) No sign of any nature, of any size, shall be placed upon the dwelling or lot which either denotes the name of business or profession or advertises the purpose or business function.

Provisions of this covenant shall not exclude the Declarant from using the municipal address of the dwelling as the designated address of an entity for the purposes of registered agent, tax filings and the like assuming there is no violation(s) as denoted in (1) through (4) above.

4.

No structure of temporary character, trailer, tent, shack, garage, barn or other building or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Construction of garage apartments is prohibited.

5.

No sign of any kind shall be displayed to the public view on any lot except a sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or renovation to a property and sales period. Temporary signs of no more than six (6) square feet are acceptable but must not exceed a period of more than sixty (60) days (i.e., awards, political)

6.

Air-conditioning equipment and ancillary mechanical equipment (i.e., a/c, pool equipment, water softeners, etc.) shall not be installed in a required side yard.

7.

No single family residence improvement shall be erected to a height in excess of thirty-five (35) feet above base flood elevation. No ancillary building shall be erected to a height in excess of twenty (20) feet above base flood elevation.

8.

Front yard fences are prohibited. Side fences, when erected between the front building line and the rear property line, shall not exceed six (6) feet in height measured from the highest adjacent ground elevation. Fences must be made of masonry, wrought iron, fence board, or other material approved by the Architectural Review Committee.

9.

Hedges and shrubbery may be grown along the side and rear property lines to a height not to exceed seven (7) feet. Hedges and shrubbery may be grown along the front property line, but shall not exceed two (2) feet in height.

10.

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 not kept, bred, or maintained for any commercial purpose.

11.

No lot shall be used or maintained as a dumping ground for rubbish or storage area. Trash, garbage or other waste shall not be kept except in sanitary containers.

12.

No trucks, trailers, school buses, automobiles or other commercial vehicles bearing advertisements are to be stored or parked on streets except when making deliveries. Passenger vehicles must be parked within the property limits on a driveway. No vehicles shall park on lawns or block the sidewalk. Motorcycles, water crafts or recreational vehicles shall be stored/parked per city ordinance.

13.

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.

14.

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.

15.

No new subdivision or re-subdivision shall create any lot which has a resulting frontage if less than sixty (60) feet.

REVISED AS ADOPTED BY MAJORITY OF PROPERTY OWNERS ATTENDING THE PROPERTY OWNERS MEETING ON APRIL 23, 2002

