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DECLARATION	*	UNITED STATES OF AMERICA
OF	*	STATE OF LOUISIANA
COVENANTS & RESTRICTIONS FOR RIENZI PLACE SUBDIVISION ADDENDUM #2	*	PARISH OF LAFOURCHE
	*	
	*	

BE IT KNOWN, that on this _____ day of the month of _____, 2013, before me, Richard J. Bouterie, Jr., a Notary Public, duly commissioned and qualified in and for the Parish of Lafourche, Louisiana, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

Plantation Acres, L.L.C., a Louisiana limited liability company, whose tax identification number is 72-1387209 and mailing address is P.O. Box 351, Thibodaux, Louisiana 70302, herein represented by its manager, namely J. B. Levert Land Company, L.L.C., its Manager, herein represented by Troy J. Bellanger, its Assistant Vice President, (hereinafter referred to as the “Developer”).

WHEREAS, Developer is the owner of the following described portion of Rienzi Plantation, Lafourche Parish, State of Louisiana, herein designated as “Rienzi Place Subdivision Addendum No.1”, which is more particularly described on the attached Exhibit “A” and particularly shown on the Final Plat of Rienzi Place Subdivision Addendum No. 2 prepared by Acadia Land Surveying, L.L.C., dated November 8, 2006 and recorded in the records of Lafourche Parish under Entry Number _____ (collectively hereinafter referred to as the “Property”);

WHEREAS, Developer 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. 9:1141.1, *et. seq.* and 9:1145, *et. seq.*, 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, Developer hereby establishes and imposes the following building, use and subdivision restrictions and restrictive covenants as charges affecting the Property:

**ARTICLE I
Definitions**

“Rienzi Place Addendum #2” shall mean that certain _____ acre real estate development originally owned by Developer and further described in the attached Exhibit “A”.

“Home Owners Association” shall mean the home owners association to be formed in accordance with Article V.

“Improvements” shall mean all buildings, component parts and other constructions permanently attached to any Lot or other portion of the Property and includes the Residence and any detached garages or other buildings, pools, cabanas or pool houses, fences, walls, walkways, driveways, entrance walkways and landscaping structures, or any other improvements.

“Lake Lot” shall mean a Lot which has a property line contiguous with a Lake or which contains property within the boundaries of a Lake or Private Lake Servitude. (Lots 2 through 11, Block 5 and Lots 13 through 15 Block 5)

“Lakes” shall mean the lakes which are located on the Property and located in the Private Lake Servitudes as more fully set forth on the Plat, with each a Lake.

“Lake Servitudes” shall mean the servitude of use established by Developer in accordance with Section 2.04 burdening those portions of the Lake Lots backing onto the Lakes and designated as the Access Servitudes for Lake Maintenance and the Lake Maintenance Servitude area, all as shown on the Plat.

“Lot” and/or “Lots” shall mean and refer to, as applicable, (i) each of the Lots, shown on the Plat or any other Lot which may 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 owner of record, whether one or more persons or entities, of the undivided ownership to any Lot or other property situated within the boundaries of the Property.

“Plat” shall mean and refer to the plat of the Property dated _____ and recorded in the records of Lafourche Parish under Entry #_____.

“Property” shall mean and refer to that certain immovable property described on the attached Exhibit “A” and described and identified on the Plat, as it may be amended from time to time, and shall include but not be limited to the Lots, Lakes and Reserves.

“Residence” shall mean the single family dwelling to be constructed on a Lot. The term Residence does not include detached buildings, garages or cabanas.

“Restrictions” shall mean this Declaration of Covenants and Restrictions.

“Street(s)” shall mean the right of way for the streets and any cul-de-sacs shown on the Plat which will be dedicated to the City of Thibodaux.

“Utility Servitude” shall mean the servitudes defined in Section 2.03.

ARTICLE II
Establishment of Restrictions and Servitudes

Section 2.01 Establishment of Restrictions. These Restrictions shall constitute building restrictions, covenants, real rights, charges, and, as applicable, servitudes burdening the Property and are for the purpose of protecting the value and desirability of the Property. These Restrictions shall burden and charge the Property and each Lot located thereon (including all Improvements located on each Lot) and shall be binding on the Property, all Lot Owners and any other owners of 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, exchange, transfer or lease of such property. Invalidation of any one of these Restrictions by judgment or court order shall not affect any of the other Restrictions, which shall remain in full force and effect.

Section 2.02 Existing Servitudes. 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 Developer and Developer’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 Developer conveying any part of the Property.

Section 2.03 Utility Servitude. There is hereby reserved in favor of Developer and charged on each of the Lots a twelve feet wide servitude of use (the “Utility Servitude”) along the front of each Lot and coterminous with the Street for the purpose of installing, repairing, replacing and maintaining street lights, drainage, water or sewer pipes, telephones, cable or electrical lines, gas pipes or other utilities. It is expressly provided that Developer, 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 property charged with the Utility Servitude, to such entities, properties and/or persons as it shall determine; and such grantees shall have the right to use and enjoy the Utility Servitude in addition to and together with the grantees of any servitude previously granted and without hindrance from Lot Owners or other grantees of rights in the Utility Servitude, 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 Utility Servitude. The Utility Servitude is shown on the Plat.

Section 2.04 Lake Servitudes. The Homeowners Association and Developer, their employees, agents, workmen and contractors shall also have a servitude of use, passage, ingress and egress over those portions of the Lake Lots baking onto the Lakes and designated as the Lake Maintenance Servitude area and Access Servitudes for Lake Maintenance, all as shown on the Plat (the “Lake Servitudes”); (i) to install, plant, maintain, and replace landscaping, and other

improvements, vegetation and sodding in the Lake Servitudes, including the right to spray the Lakes with fertilizer, weed killer and/or insecticides, and (ii) to maintain the Lakes, which includes the right to dredge and remove or add soil, vegetation and spray the Lakes with fertilizers, weed killers and/or insecticides. To the extent that other parts of these Restrictions may be deemed to limit the rights under the Lake Servitude, this Section shall control.

It is expressly provided that Developer, its successors or assigns, shall have the right to assign any of its rights under the Lake Servitudes to such entities, properties and/or persons as it shall determine. It is understood that other servitudes, such as servitudes for utilities, have been granted or may in the future be granted by Developer, which may affect the Private Lake Servitudes and the Lake Maintenance Servitudes.

All Lake Lot Owners acknowledge and agree to purchase its Lake Lot(s) subject to the Lake Servitudes. All lot Owners acknowledge and agree that Developer and Home Owners Association, successors or assigns, shall have the above rights, including the rights to use fertilizers, insecticides and weed killers in the Lakes and the Lake Servitudes and that the prohibitions against swimming, sailing, boating or any other use of the Lakes and the Lake Servitudes, as set forth in these Restrictions, are to protect the Lot Owners, their families, and invitees. Accordingly, all Lot Owners and their families agree that by purchasing a Lot, they shall release and waive any and all rights, claims or causes of actions that they may have, whether now or in the future, against Developer and Home Owners Association and their employees, agents, workmen and contractors, arising out of the use by any Lot Owner, their families or invitees of the Lake Servitudes and /or the Lakes.

Each Lot Owner also acknowledges and agrees that the Lakes are used as part of the drainage for Rienzi Place Add#2, that portions of the Lake Lots and servitudes beyond the areas subject to the Lake Servitudes may be inundated, from time to time, by waters from the Lake and that the portions of the Lake Lots and Reserves subject to the Lake Servitude may be permanently under water. Each Lake Lot Owner agrees to purchase its Lake Lot(s) with such knowledge, assumes all responsibility in connection therewith and releases and waives any and all rights, claims or causes of actions that they may have, whether now or in the future, against Developer and the Home Owners Association and their employees, agents, workmen and contractors, arising out of any flooding from the Lakes unto any portion of any Lake Lot.

It is also expressly provided that the Lake Lot Owners in Block 5 of Rienzi Place acknowledge and agree that the Developer, its successors or assigns, shall have the right to drain the Lake adjacent to and bounding the Eastern portion of the aforementioned Lots to facilitate the excavation and expansion of the Lake as part of any future development of it's property.

**ARTICLE III
Use Restrictions**

Section 3.01 Off-street Parking. No vehicle of any kind shall be parked on any portion of any Lot except on the paved driveway, paved parking space or in the garage or carport and no vehicle shall be abandoned on any lot in this subdivision. Each Lot Owner shall provide for permanent parking of its vehicles within the boundaries of its Lot, including but not limited to recreational vehicles, boats or trailers. No vehicle owned by a Lot Owner or occupant shall be

parked on the Street fronting any Lot for an extended period of time not to exceed forty-eight (48) hours. All boats, trailer and/or commercial or recreational vehicles parked on a Lot shall be parked in a garage or behind the front façade of any residence and it is strictly prohibited to park such on the yard or drive in the front of any residence. All moving vans, trailers and/or any portable storage containers shall not remain on a Street or a Lot in excess of seventy-two (72) hours.

Section 3.02 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 its 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 its tenant and their families. The use of Lots for a public boarding house, lodging house, hospital or 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 and there are no employees on site other than the resident or residents.

Section 3.03 Temporary Structures. No structure of a temporary character, trailer or mobile home, modular or prefabricated home, garage 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. No recreational vehicle/camper or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 3.04 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 3.05 Signs. No sign of any kind shall be displayed to the public view on any Lot, except: (i) A Lot Owner may display one (1) sign of not more than six (6) square feet on a Lot to advertise the Lot and Residence for sale or rent, (ii) such signs as the Developer shall deem necessary to promote the sale of Lots. (iii) contractor's signs of not more than five (5) square feet during the period of construction only.

Section 3.06 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 3.07 Removal and Addition of Dirt and Fill. The removal of any dirt or fill from any Lot is prohibited without the prior written consent of the Developer.

Section 3.08 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 ground 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 tight-fitting lids. Trash containers shall be maintained in a

clean and sanitary condition and screened from the Streets, and adjacent property other than when pending collection by garbage collectors. Other than during the construction of Improvements, no Lot shall be used for open storage of any materials or equipment. No garbage, trash, debris, or other waste matter of any kind shall be burned or buried on any Lot.

Section 3.09 Construction of Improvements. Each Lot Owner shall cause the construction of Improvements to be prosecuted with diligence and continuity, and said Improvements shall be completed in a good and workmanlike manner in accordance with the plans approved by all applicable governmental requirements. Each Lot Owner agrees that it shall not move in and use its Residence until it has received a certificate of occupancy and all other necessary certificates, licenses, consents and other approvals of the City of Thibodaux.

In no event shall a Lot Owner take more than one (1) year from the commencement of construction of any Improvements to the completion of said construction.

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. In no event shall the construction of any of the Improvements cease for a period in excess of twenty-one (21) consecutive days. During construction of Improvements, the Lot Owner shall place or cause to be placed an adequate container on the Lot for the disposal of construction debris, trash or waste matter. During construction of Improvements, the Lot Owner must keep the Street in front of his Lot clear of the container, construction debris, fill, trash or waste matter. It is the responsibility of the Lot Owner to insure that any construction debris, trash or waste matter generated during construction is placed in the above specified container on at least a weekly basis. Upon completion of the Improvements, all construction materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot.

During the construction of Improvements, the Lot Owner shall insure that all concrete trucks pouring concrete on its Lot shall be washed out on its Lot. The washing out of concrete trucks on any other Lot or anywhere else in Rienzi Place Add#2 is strictly prohibited.

No privy or outdoor toilet shall be allowed in this subdivision except for the use of a builder or his employees during the period of construction of a building in this subdivision.

During the construction of Improvements, the Lot Owner shall insure that its contractors and subcontractors do not play loud music.

Section 3.10 Lot Maintenance. Each Lot Owner 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.

Section 3.11 Access. No driveways or roadways shall be constructed on any Lot to provide access to any adjoining Lot without the prior written consent of the Developer. Each Lot must be accessible to an adjoining Street by a suitable driveway of solid concrete construction

for such purposes before the residential structure located on any such Lot shall be occupied or used.

Section 3.12 Oil and Mining Operations. No water/oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot; provided however, directional drilling with the derrick site to be located off the Property may be allowed. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted upon any Lot.

Section 3.13 Surface Area of Servitudes. The planting or landscaping of the surface of any servitude area for maintenance, drainage and utilities which will in any way interfere with, damage or obstruct the installation or maintenance of any utility in such area, or change or retard drainage is prohibited. Neither Developer 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.

A provision has been made by the Developer for the installation of underground utilities and no Lot Owner shall erect above ground any extension of said utilities without approval of the Developer or his assigns. All electrical services, both primary and secondary, to any structure in the subdivision shall be placed underground and that portion from the terminal shall be installed by the Lot Owner at his sole expense.

The easement areas and private drainage channels, where present, shall be maintained continuously by the Lot Owner, except for those improvements placed thereon by public authority or private utility company. It shall be the responsibility of such public authority or private utility company to maintain such facilities at all times. The lot owner may enjoy full use of such area or areas, with the exclusions noted herein. However, he shall at all times allow ingress and egress by properly constituted agents of such utility to the easement area.

Entergy Louisiana, Inc. shall be granted access to its right of ways within this subdivision from all subdivision streets and access servitudes of record that are directly adjacent to or cross any such Entergy right of way. Plantation Acres, LLC and the J. B. Levert Land Co., L.L.C. also hereby grant Entergy Louisiana Inc. access to its right of ways within or directly adjacent to this subdivision over any of the existing roads located on their undeveloped lands within or adjacent to this subdivision.

Section 3.14 Satellite Dishes and Antennas. No Lot shall have a television, C.B., ham or other radio antennas that extend greater than ten (10') feet above the roof line or forward of the rear building line of any residence on a Lot. No Lot shall have a satellite dish in excess of twenty-four (24") inches in diameter. The location on a Lot of a satellite dish of twenty-four (24") inches or less in diameter shall be installed in such a manner that it is not visible from any Street.

Section 3.15 Mailboxes. No Lot Owner shall install a mailbox other than a mailbox approved by the Developer.

Section 3.16 Holiday Decorations. Decorations for holidays may be installed no earlier than thirty (30) days prior to the holiday and must be removed no later than thirty (30) days after the holiday passes (for instance, Christmas decorations shall not be installed before November 25 and shall be removed no later than January 25). No holiday decorations shall be so excessive on any Lot as to cause a nuisance to other Lot Owners in the vicinity of the Lot in question.

Section 3.17 Use of Lakes. No person, including any Lot Owners or occupant of any Lot or their guests or invitees, shall use a vessel or boat, whether motorized, sail, paddle or otherwise on any of the Lakes at anytime or do any act which could erode the banks or otherwise jeopardize the aesthetics of the Lakes, the Property or any Lot. No person shall drain or place any hazardous or petroleum based chemicals or materials into any of the Lakes or otherwise pollute the Lakes. For protection of all persons (including any Lot Owners or occupants of any Lot or their guests or invitees), sailing, boating, swimming or wading shall not be allowed in the Lakes.

Section 3.18 Special Restrictions for Lake Lots. In addition to the use restrictions set forth herein, the following restrictions shall apply to lake Lots. In the event there should be any conflict between these Special Restrictions and other provisions herein, these Special Restrictions shall take precedence.

- (a) Above Ground Structures. No improvements or above ground structures of any type shall be permitted (excluding landscaping fences and pools and pool decks constructed in accordance with Section 3.18 (b)) within ten (10') feet of the Lake Servitude.
- (b) Swimming Pools. In-ground swimming pools may be constructed on Lake Lots, however, they shall not be located within the boundaries of the Lake Servitude. Pool decks shall not be located within the boundaries of the Lake Servitudes. Pool decks located within twenty (20') feet of the Lake Servitude shall not be higher than eighteen inches above ground level. Pool decks located more than twenty (20') feet from the Lake Servitude may be higher than eighteen inches above ground level.
- (c) No Playground Equipment. Playground equipment including but not limited to gym sets and playhouses are not allowed within ten (10') feet of the Lake Servitude.
- (d) No Docks or Bulkheads. Owners of Lake Lots shall not construct or maintain any docks, bulkheads, piers or similar recreational or boating structures in any portion of the yard facing any Lake or within any Lake Servitude.
- (e) No Floating Vessels. Lot Owners (including without limitation owners of Lake Lots), their family, guests and invitees shall not utilize any boat, canoe, paddle boat, raft, or any type of floating vessel on a Lake.

- (f) Setbacks. See Section 4.07 for rules governing the placement of Improvements on Lake Lots.
- (g) Fences. See Section 4.08 for rules governing the construction and placement of fences on Lake Lots.

Section 3.19. Resubdivision of Lots. The resubdivision of Lots is prohibited, except where two or more Lot Owners desire to resubdivide a common Lot between them in order to increase the size of their respective adjoining Lots or a Lot Owner, who owns two or more Lots, desires to combine such Lots to build across side Lot lines. No Lot shall be subdivided without the prior written permission of the Developer and only in compliance with the rules and regulations of the City of Thibodaux and these Restrictions.

ARTICLE IV Minimum Standards for Construction

Section 4.01 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 sewerage generated from any Lot shall be removed by sewer lines connected to sewerage treatment facilities owned by or approved by the City of Thibodaux.

Section 4.02 Size of Residences. No residence erected on any Lot shall have more than three (3) stories nor exceed forty (40') feet in height measured from the finished floor elevation of the first floor. All residences shall have a minimum of 2,000 square feet of living space and shall be constructed with at least Thirty (30%) percent of the interior ceiling of the first floor having a height of at least nine feet or greater. In the case of multi-story residences, the ground floor shall contain no less than 1000 square feet of living space. For the purposes of the Restrictions, living space shall be considered air-conditioned space excluding porches, breezeways, garages, workshops, cabanas and exterior bathrooms.

Section 4.03 Driveways, Garages and Other Structures. Upon the completion of construction of the Residence each Lot shall have sufficient off-street parking with covered vehicle storage (carport or garage) and a concrete parking apron of width sufficient to accommodate two automobiles side by side. 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 20% of the total square footage of such Lot (excluding any square footage that may be contained in a Lake Servitude area) and further provided that any such detached building shall be of the same architectural style and quality as the Residence. In no event shall garage doors for more than three cars be visible from any Street. No building, carport or patio cover constructed of metal is permitted. With the exception of corner Lots, there shall only be one driveway per Lot and circle drives shall be considered one driveway. Two driveways are allowed on corner Lots, however, only one driveway is allowed for each Street front. From the property line of the Lot to the carport or garage, all driveways shall have a minimum width of twelve (12') feet and a

maximum width of thirty-five (35') feet. All garages that are on corner Lots or that are side loaded shall have a minimum fifteen (15') foot side setback from the side Lot lines.

Section 4.04 Minimum Slab Elevation. No residence shall be constructed on a foundation of less than a solid concrete slab protected by a licensed exterminator for termite protection. The minimum slab or finished first floor elevation of Residence and/or any detached building on any Lot shall be at least eighteen (18") inches above the crown of the Street immediately in front of the Lot. The maximum slab or finished floor elevation of a Residence and any detached building on any Lot shall be forty-eight (48') inches above the crown of the Street immediately in front of the Lot. All slabs or brick ledge grade beams shall not be exposed more than eight (8") inches above the fill surrounding the base of the slab. Retaining walls are not allowed within the boundaries of the Lot.

If the City of Thibodaux or FEMA revise the criteria for determining finished floor slab elevations for Rienzi Place which are greater than the requirements set out herein, then the Lot Owner shall be obligated to comply with that overriding criteria or requirement.

Section 4.05 Lot Grading. The Lots in this subdivision shall not be filled above the grade set for the subdivision by the Developer nor shall any designated drainage easement between Lots be filled or restricted in a manner that may affect or restrict the drainage of any adjacent properties. This does not prohibit terracing around the main dwelling a reasonable distance or terracing for flower beds if the above described drainage pattern is not adversely affected.

All side property line elevations shall be compatible and match the drainage slope with the elevations of the adjoining Lots. No lot shall drain onto another adjoining Lot.

Section 4.06 Lot Sediment Control. Each Lot owner shall be responsible for any sediment control measures that are required during any construction activities on all Lots. Each Lot Owner shall be personally responsible and liable for any and all damages, expenses, fees and fines relating from the failure to adhere to proper sedimentation control measures.

If a single Lot Owner is involved in the construction of Improvements on several Lots at any one time, and the total area of the construction exceeds one acre, then the Lot Owner shall additionally comply with the State of Louisiana, Department of Environmental Quality requirements by preparing a Storm Water Pollution Prevention Plan which complies with all requirements of the State of Louisiana and the City of Thibodaux.

Section 4.07 Setbacks. No improvements shall be located on any Lot nearer than thirty (30') feet to the front Lot line facing the Street. No improvements shall be located nearer than fifteen (15') feet to any side Street Lot line of corner Lots. The foremost front points of Cul De Sac Lots and Rounded Property Corner Lots at Street intersections shall be assumed to be the point at which the side and front Lot lines would have met without such rounding. The depth of required front yard setbacks shall be measured at right angles to a straight line joining the foremost points of the side lot lines. No improvements (other than fences or landscaping) shall be located nearer than five (5') feet to an interior side Lot line, thereby maintaining at all times at least a ten (10') foot minimum setback from all Improvements located on adjoining Lots. No

Residence shall be located on any Non-Lake Lot nearer than ten (10') feet to the rear Lot line except on Lake Lots where no Residence shall be located nearer than ten (10') feet to the Lake Maintenance Servitude. No detached buildings shall be located nearer than five (5') feet to the rear Lot line, except for Lake Lots where no detached buildings shall be located closer than ten (10') feet to the Lake Maintenance Servitude. All measurements shall be from the roof edge to the edge of the Lot lines or Lake Maintenance Servitude line, as applicable. All building setbacks must additionally conform to the City of Thibodaux Zoning Ordinance which may impose stricter setback requirements than those specified herein.

Section 4.08 Fences. No fence or wall shall be located on any Lot closer to any street than the point located ten (10') feet towards the rear from the front sill of the Residence and on corner Lots, fences that front on the side Street may be closer to the Lot line than the side sill of the Residence; and such fence shall commence only from the rear of the Residence. As to vacant and unimproved Lots which do not have common ownership with an adjoining Lot, no fence or wall shall be permitted to extend nearer than thirty-five (35') feet from the front Lot line facing the street; as to vacant or unimproved Lots owned by and adjoining Lot Owner, no fence or wall shall be permitted to extend nearer than the fence on the adjoining Lot with common ownership. No fence shall be greater than six (6') feet in height. Fences shall be constructed of brick, stucco, wrought iron, redwood, cedar, vinyl or similar construction. Chain link, wire, corrugated metal, unfinished concrete, cinder blocks or other unsightly fencing is prohibited. Any fence parallel or coterminous to the Lake Servitude shall not be taller than forty-eight (60") inches. Any fence perpendicular to or approaching a Lake and located nearer than twenty (20') feet from the Lake Maintenance Servitude shall not be taller than forty-eight (60") inches. The transition from the six (6') foot height fence to the forty-eight (60") inch height fence shall be sloped or have a transitional design element at the point where the change in height occurs. All framework for any fence shall be on the interior side of the Lot requesting to be fenced. Any fence on a Lake Lot shall not be located within the boundaries of the Lake Maintenance Servitude.

The Lot Owner shall maintain all fences in good condition at all times.

No fence, hedge or shrub planting shall be allowed to obstruct sight line at any intersection in this Subdivision. Said sight line will be defined as the triangular area formed by connecting two points that measure twenty-five (25') feet in each direction from the point of intersection of two streets.

Section 4.09 Roofs. The main roof structure of a Residence shall have a vertical rise of at least seven (7") inches for each twelve horizontal (12") inches unless otherwise approved by the Developer. Minor roof structures, such as on attached porches, may have a lesser pitch than the main roof structure, as may be determined and approved by the Developer. All roof shingles shall have an architectural style and shall be slate or wood-toned in color. All roof vent pipes must match the color of the roof. No aluminum, metal or corrugated fiberglass will be used on any roof or wall surface in the construction of any dwelling or detached building in this subdivision.

Section 4.10 Walls. The exterior walls, up to the plate line (first ceiling line) shall be at least seventy-five (75%) percent brick, with the balance being stucco and /or wood or hard plank lap siding or other approved decorative materials. If it is desired to use less than the required

seventy-five (75%) percent brick for such exterior walls, then prior written approval must be obtained from the developer of the subdivision, who retains sole right to grant a variance.

Section 4.11 Basketball Goals. No basketball goal shall be installed on or beyond the front façade of any Residence or within the front yard setbacks. On corner Lots, a basketball goal may be installed beyond the side street façade of the Residence. Basketball goals shall not be attached to the façade of the Residence or any detached structure.

ARTICLE V
Home Owners Association
(for Lots 2 through 11 Block 5; and Lots 13 through 15 Block 5)
Rienzi Place Subdivision, Addendum #2

Section 5.01 Home Owners Association. In accordance with the provisions of La. R. S. 9:1141.1, *et. seq.* and 9:1145, *et. seq.*, Developer, as owner of the Property, has created the Lake Lots in Rienzi Place Add#2 Home Owners Association (hereinafter referred to as the “Home Owners Association”), which is a Louisiana Nonprofit Corporation created under the provisions of La. R. S. 12:201, *et. seq.* formed and established for ONLY the Lots contiguous with a Lake or containing property within the boundaries of a Lake Servitude (Lots 2 through 11, Block 5; and Lots 13 through 15 Block 5). Lots located within future developments upon this existing Lake or adjacent Lake shall become members of same home owners association. 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. A Lot Owner, as shown by the conveyance records of Lafourche Parish, shall be entitled to one (1) vote for each Lot owned by it and shall have such voting rights to be exercised as provided in the by-laws of the Home Owners Association. In the event of multiple owners of a Lot, such Lot Owners shall have only one vote and shall designate in writing to the Home Owners Association the person authorized to vote for such Lot(s). A Lot Owner shall not have the right to sell, assign or transfer its membership in the Home Owners Association to any person or entity separate from the transfer of ownership of the Lot related to such membership. The membership shall be an appurtenance to the ownership of the Lot and cannot be divided from the ownership of such Lot.

Section 5.02 Duties. The Home Owners Association will have the right to (i) maintain and oversee the maintenance of the Lakes and other common areas located in the Property, including but not limited to the dredging of the Lakes and repair and maintenance of any pumps and/or aerators as needed, (ii) collect all dues owed on each Lot and send out notice of dues to each Lot Owner, (iii) police and enforce these Restrictions, (iv) provide such other services as may be decided by the Board of Directors which relate to the aesthetics of the Property and (v) provide such other services as may be authorized by its articles of incorporation and/or its bylaws.

Section 5.03 Dues. All Lot Owners, other than Developer, shall be assessed monthly dues in the amount of thirty and no/100 (\$30.00) dollars per month payable semiannually (January and July) in advance to pay for the activities of the Home Owners Association. Upon purchase of a Lot, the owner shall immediately pay in advance the pro-rated semiannual total of

the monthly dues owed to the Home Owners Association. Should purchase take place on a day other than the first day of the month, Lot owner shall pay rent for the fractional month based on a per diem basis calculated on the basis of a thirty (30) day month. The Home Owners Association may send notice of dues to the last known address of such person on the records of the Home Owners Association at the time of such mailing. In the event a Lot Owner does not pay the dues owed on its Lot within thirty (30) days from the date of notice of dues, the Lot Owner shall also be liable to pay a late fee in an amount equal to \$15.00 per invoicing of dues. Each Lot Owner shall be personally and solitarily liable and responsible to the Home Owners Association to pay all dues assessed against his Lot, including all late fees and interest owed thereon to accrue at the applicable legal rate of interest, with such interest to accrue from date of giving of notice of default as provided in Section 5.04, and all other costs and expenses, including but not limited to attorney's fess, incurred by the Home Owners Association in collecting the dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing these Restrictions.

Dues may be increased at the annual meeting of the Home Owners Association or at a special meeting called for such purpose by a majority of the votes of the Lot Owners present and voting at such meeting. Dues may be decreased upon obtaining all of the following: (i) consent by a majority of the votes of the Lot Owners present and voting at the annual meeting of the Home Owners Association or a special meeting called for such purpose, (ii) consent of the Board of Directors of the Home Owners Association. Notwithstanding anything to the contrary contained herein, Developer shall not be obligated to pay any dues to the Home Owners Association.

Section 5.04 Lien Rights. Developer hereby imposes upon all of the Lots the right of the Home Owners Association to impose and file in the mortgage records of Lafourche 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, late charges, interest, charges or expenses imposed upon such Lot Owner by the Home Owners Association including all reasonable attorney's fees incurred by the Home Owners Association in collecting dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing these Restrictions.

The Home Owners Association shall give written notice of default to each Lot Owner of the failure to timely pay such dues, charges, or any other violation of these Restrictions; and such Lot Owner shall have ten (10) days from giving 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 Home Owners Association 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 all dues, late charges, charges and interest owed to the Home Owners Association and/or damages for violations of these Restrictions, including all reasonable attorney's fees incurred by the Home Owners Association in collecting dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing these Restrictions, and/or (iv) record a privilege against any Lot owned by a defaulting Lot Owner and file suit to collect all amounts owed to the Home Owners Association and to enforce any privilege filed by the Home Owners Association.

ARTICLE VI General Provisions

Section 6.01 Inspection of Plans. The Developer, through his duly constituted agents, reserves the right to inspect construction plans before commencement of construction, in order to assure compliance with these restrictive covenants.

Section 6.02 Duration. These Restrictions shall be charges against and burden the Property, all Improvements located on any Lot and any other property in the Property for an initial term commencing on the effective date hereof and ending on January 1, 2050.

Section 6.03 Amendment to Restrictions. Subject to the prior written consent of Developer which consent shall be in its sole discretion, these Restrictions may be amended or terminated at any time by Developer and Lot Owners, who own a least fifty and one-tenth (50.10%) percent of the total number of Lots located in the Property subject to these Restrictions, pursuant to an agreement duly executed and properly recorded in the appropriate records of Lafourche Parish, Louisiana. Notwithstanding the above, Developer shall have the sole right to amend these Restrictions to (i) amend the definition of the Property, from time to time, to increase the size of the Property and this right shall remain for the duration of the Restrictions and (ii) amend these Restrictions, including modifying any of the use restrictions and/or minimum standards for construction (other than to increase the dues which are reserved to the Home Owners Association as provided in Section 5.03) pursuant to a written amendment duly executed and properly recorded in the appropriate records of Lafourche Parish, Louisiana for a period expiring 730 days after the effective date of these Restrictions.

Section 6.04 Interpretation. If these Restrictions or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to 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 6.05 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 or the Lot owned by it. Any notice or demand that 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 6.06 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 a though in each case fully expressed.

Section 6.07 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 6.08 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 6.09 Transfer of Rights. Developer, 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, Developer shall be released and relieved of any further liability to any Lot Owner under these Restrictions.

Section 6.10 Enforcement. Enforcement of these covenants 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 including reasonable attorney fees.

THUS DONE AND PASSED, in multiple originals, in my office in Thibodaux, 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 Developer and me, Notary, after reading the whole.

WITNESSES:

PLANTATION ACRES, LLC
Through it's Manager, J. B. Levert Land Co., LLC

By: _____
Troy J. Bellanger
Assistant Vice President

NOTARY PUBLIC

Notary Name: Richard J. Bouterie, Jr.