

Architectural Standards and Architectural Typologies that have been established on the Property, including but not limited to painting, renovations, and landscaping. The Design Review Professional shall be appointed by the Developer.

“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 garages or other buildings, pools, cabanas or pool houses, fences, walls, walkways, driveways, entrance walkways and landscaping structures, or any other improvements.

“Lot” 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 August 23, 2011 and recorded in the records of Lafourche Parish under Entry # 1120136 .

“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.

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

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

“Street(s)” shall mean the right of way for Louisiana Highway 308 as indicated on the Plat.

“Townhome” shall specifically within this Property mean a Freehold Semi-Detached or Twin Home (Duplex Structure) that is exclusively owned without any condominium aspects with each Lot maintaining one common wall and fee simple ownership.

“Utility Servitude” shall mean the servitudes defined in Section 2.03 and reflected on the Plat.

“Zero Lot Lines” shall mean the common lot line between, and only between lots 1 and 2; lots 3 and 4; lots 5 and 6; lots 7 and 8; lots 10 and 11; lots 12 and 13; and lots 14 and 15 as better reflected on the attached Exhibit “B”.

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. Invalidity 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 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 Bayou Lafourche Bayou Bank. All Lot Owners acknowledge and agree that the development of the bank of Bayou Lafourche and or construction of any Improvements, docks, bulkheads or other structures is subject to Servitudes and requires permitting by the U.S. Army Corps of Engineers and/or any other State or Federal Agency that is now or may in the future administer such projects. 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 or any future Home Owners Association and their employees, agents, workmen and contractors, arising out of the use by any Lot Owner, their families or invitees of Bayou Lafourche its bank or any article related to this area.

Each Lot Owner also acknowledges and agrees that the Bayou is used as part of the drainage for the Property and the entire region, and that portions of the Bayou Bank may be inundated, from time to time, by waters from the Bayou. Each Lot Owner agrees to purchase its 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 their employees, agents, workmen and contractors, arising out of any flooding from the Bayou unto any portion of any Lot.

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 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 twenty-four (24) 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 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 halfway house is strictly prohibited. The rental of a Residence as a private single family residence is permitted. 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 Architectural Standards and Architectural Typology established herein and plans approved by the Design Review Professional as well as 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 Villa 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. It shall be the responsibility of each Lot owner to apply and obtain an access permit from the Louisiana Department of Transportation and Development to access LA. Hwy 308. 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 servitude areas, 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 servitude area.

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. Curbside mailboxes will be provided and installed by the Developer. It shall be the responsibility of the owner to maintain, repair, or replace the existing mailbox at his sole cost.

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 Resubdivision of Lots. 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 Townhome Construction Requirement. Lots 1 and 2; Lots 3 and 4; Lots 5 and 6; Lots 7 and 8; Lots 10 and 11; Lots 12 and 13; and Lots 14 and 15 (the “Adjoining Lots”) shall maintain a Zero Lot Line between, and only between as better reflected on the attached Exhibit “B”. The common party walls separating any two units are to be owned 50%-50% by the two adjacent homeowners. If said wall is damaged, the two abutting owners shall cause it to be repaired and restored to substantially its original condition, except that if it is determined that one party was responsible for the said damage, it shall be that owner’s responsibility to restore the wall at his sole cost. Each owner shall be responsible for maintenance of his individual home, exactly as is the case with single family detached housing. Any Townhome constructed on the Adjoining Lots which share a Zero Lot line shall commence at the same time and shall be constructed jointly with the adjoining Zero Lot line lot. As an example of the preceding provision, the Townhomes constructed on Lots 1 and 2 shall commence at the same time and shall be constructed jointly.

Any owner of the “adjoining lots” as described above shall be allowed to construct a single family dwelling on the pair of lots so long as the appearance of a duplex unit is maintained by the view of an exterior elevation. The appearance of a firewall on the Zero Lot Line and double car garage shall be required to reflect the elevation view as shown in Exhibits C-1, C-2, and C-3. Prior approval for this construction must be obtained from Developer and Design Review Professional as described in Section 4.16.

Notwithstanding anything established herein, **Lot 9** shall be excepted from the provisions set forth in Section 4.02 above with the construction of a single detached structure or condominium type structure being permitted on **Lot 9**. All building setbacks must additionally conform to the City of Thibodaux Zoning Ordinance which may impose stricter setback requirements than those specified herein. Despite the foregoing, **Lot 9** shall be bound and constrained by all other restrictions established herein. If a condominium type structure is constructed on **Lot 9**, the developer of such will be obligated to establish a separate condominium association or entity to govern the operation, maintenance and repair of such unit.

Section 4.03 Size of Residences. No residence erected on any Lot shall have more than two (2) stories nor exceed thirty (30’) feet in height measured from the finished floor elevation of the first floor. All residences shall have a minimum of 1,500 square feet of living space and shall be constructed with at 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 1,000 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 4.04 Driveways, Garages and Other Structures. Upon the completion of construction of the Residence each Lot shall have a garage and possess sufficient off-street parking with a concrete parking apron of width sufficient to accommodate two automobiles side by side. One driveway is allowed for each Street front. Starting from the property line of the Lot to the garage, all driveways shall have a minimum width of twenty (20’) feet. In addition to the Residence, detached buildings will be allowed for utility space or storage, for playhouses, gazebos or for cabanas; provided that the maximum area occupied by such detached buildings shall not exceed 400 square feet, shall not be contained in the Bayou Servitude area, and it is further provided that any such detached building shall be of an architectural style complementary to the Residence and approved by the Developer. No outbuildings shall be allowed in any event in front of the dwelling.

Section 4.05 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 any Residence and/or any detached building on any Lot shall be at least twelve (12”) inches above the crown of the Street immediately in front of the Lot. All slabs or grade beams shall not be exposed more than eight (8”) inches above the fill surrounding the base of the slab.

If the City of Thibodaux or FEMA revise the criteria for determining finished floor slab elevations for Rienzi Villa 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 4.06 Lot Grading. The Lots in this subdivision shall not be filled above the grade set for the subdivision by the Developer. This does not prohibit terracing around the main Residence 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 4.07 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 4.08 Setbacks. No improvements shall be located on any Lot nearer than thirty-five (35’) feet to the front Lot line facing the Street. Taking into account the provisions outlined in Section 4.02, no Residence or detached building shall be located nearer to the outside or non-common wall side of any lot than ten (10’) feet to any side Lot line, with the exception of Lot 15 which shall maintain a fifteen (15’) foot side set. Rear setback requirements shall be established by the City of Thibodaux upon the issuance of a Building Permit and the provisions set forth in Section 2.04 above. All measurements shall be from the roof edge to the edge of the Lot lines or Bayou 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 4.09 Fences. Fences shall be allowed to extend up to and on each side property line. 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 fifty (50’) 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 although posts are allowed to extend to a length of seven (7’) feet. Fences shall be constructed of brick, stucco, wrought iron, redwood, cedar, vinyl or similar construction and the height will be measured from the bottom of the approved material used. Chain link, wire, corrugated metal, unfinished concrete or cinder blocks, or other unsightly fencing is prohibited. All framework for any fence shall be on the interior side of the Lot requesting to be fenced.

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

Section 4.10 Basketball Goals. No basketball goal shall be installed on or beyond the front façade of any Residence or within the front yard setbacks. Basketball goals shall not be attached to the façade of the Residence or any detached structure.

Section 4.11 Architectural Typology. All Dwelling and Improvements constructed on each Lot shall be designed in accordance with one (1) of the three (3) Allowed Architectural Typologies or building types as depicted on the attached Exhibit “C1”, “C2” and “C3”.

Section 4.12 Architectural Standards. The Developer hereby establishes the following initial design and construction guidelines contained in Sections 4.13 thru 4.15 and review procedures to provide guidance to Lot owners in the preparation of plans to be submitted for architectural approval. The Architectural Standards shall not be the exclusive basis for decisions hereunder and compliance with the Architectural Standards shall not guarantee approval of an application. The initial Architectural Standards, and any supplemental Architectural Standards may contain general provisions applicable to all of the Property, as well as specific provisions which vary from one portion of the Property to another depending upon the location, type of construction or use, and unique characteristics of the Property.

Section 4.13 Roofs. The main roof structure of a Residence shall have a vertical rise of at least six (6") 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 roofs shall be composed of corrugated steel or metal and shall be of an approved metallic color. All roof vent pipes must match the color of the roof.

Section 4.14 Walls. The exterior walls shall be one hundred (100%) percent comprised of painted traditional brick veneer, HardiePlank® lap siding (or a comparable approved similar material) or a combination of both. A steel troweled stucco or plaster coating may be applied to the brick veneer walls. If it is desired to use any other material 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. Vinyl and metal siding are strictly prohibited. All siding shall be horizontal, at a maximum of four (4") inches to six (6") inches to the weather. Building walls shall be one color per material used and the color shall be subject to approval from the Design Review Professional. Paints for masonry applications shall have a satin or flat finish. Trim (balcony and Porch posts, rails, window trim, rafter tails, etc.) shall be painted to compliment the columns and overall value of the Building and an accent color for items such as the front door, pickets, trim, and shutters may be used subject to approval of the Design Review Professional.

Section 4.15 Shutters. Shutters shall be of an approved color, operable, sized and shaped to match the window and/or door openings and shall be in accordance with the specific Architectural Typologies that have been established.

Section 4.16 Review Procedure. All construction or modification (except interior alterations not affecting the external structure or appearance of any Building) on any Lot must be approved in advance by the Design Review Professional. Prior to commencing any Work, final construction plans and specifications shall be submitted to the Design Review Professional for written approval. The submitted materials shall include Plans showing the site layout (including drives), exterior elevations, exterior materials and colors and other features of the proposed construction that may be later requested by the Design Review Professional. The Design Review Professional may require the submission of such additional information as it deems necessary to consider any application. Once written approval is obtained by Owner from the Design Review Professional, any modifications of the approved materials are again subject to review and approval as set forth above.

Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements and that the purpose for reviewing and approving all plans and specifications is to ensure that the original intent of the Property is maintained. Each Owner agrees and acknowledges that the initial design and construction guidelines contained may not be a complete list and that in reviewing any submitted materials the Design Review Professional may consider such other factors that in its sole discretion deem appropriate.

Section 4.17. Plan Submittal. The plans to be submitted for approval shall include two (2) sets of the construction plans and specifications for all proposed Work which specifically reflect therein the structural components, size, shape, height, dimensions, floor plan or layout, materials and colors of the proposed Improvements, and the type of construction, elevations of all proposed Improvements and the location of all proposed Improvements on the Lot in question. No construction on any Lot shall be commenced prior to written approval being received by each Lot Owner and any construction to follow said approval shall be in accordance with the plans and specifications that have been approved by the Design Review Professional.

Any modification to the approved plans and specifications must be reviewed and approved by separate application.

The Design Review Professional shall, within fifteen (15) days after receipt of each submission of the plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of the approval or the disapproval of such plans, specifying the segments or features of the plans which are objectionable and suggestions, if any, for the curing of such objections. One (1) set of plans shall be returned to the Owner with comments. In the event the Design Review Professional fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the plans, the applicant may give the Developer written notice of such failure to respond, stating that unless the Design Review Professional responds within seven (7) days of receipt of such notice, approval shall be deemed granted. Upon such further failure, approval shall be deemed to have been given. Any and all notices shall be properly addressed and such notice 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 4.18 Construction. If construction does not commence on any Work for which approval has been granted within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to re-submit plans for reconsideration in accordance with the terms of these Covenants.

Section 4.19 Review Fee. A review fee of \$400.00 shall be submitted together with those items required to be submitted pursuant to this Section. Developer reserves the right to modify, i.e. increase or decrease, this fee at any time. Should the Design Review Professional reject, and or require modifications or changes, to any plans and/or specifications due to deviations in said plans or specifications from the submitted plans and specifications, then and in that event the Owner who submitted said plans and specifications shall pay another review fee of no more than \$400.00 (or an amount as the said Review Fee may have been increased to by the Developer, as applicable). When an Owner resubmits revised plans and specifications, the Design Review Professional, as applicable, shall have the discretion to waive any such additional review fees if, in its sole discretion, it determines that the deviations from the Architectural Standards and Architectural Typology as set forth herein were not significant.

Section 4.20 Enforcement. Any Work performed in violation of this Article or in a manner inconsistent with the approved plans shall be deemed to be nonconforming. Upon written request from the Developer, Owners shall, at their own cost and expense, remove any non-conforming structure or Improvement and restore the Property to substantially the same condition as existed prior to the nonconforming Work. Upon demand, the Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section, together with interest at the maximum rate then allowed by law. Should an Owner fail to remove and restore as required, the Developer may bring an action for specific performance, declaratory judgment or injunction and shall be entitled to recover its actual attorney's fees in bringing such action. The Developer may preclude any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Standards and Architectural Typology from continuing or performing any further activities in the Property. The Developer nor their officers, directors or agents shall be held liable to any person for exercising the rights granted by this subparagraph.

ARTICLE V General Provisions

Section 5.01 Inspection of Plans. The Developer, through his duly constituted Design Review Professional and based on the provisions set forth in Sections 4.16 thru 4.20 herein, shall inspect and approve all construction plans before commencement of construction, in order to assure compliance with these restrictive covenants.

Section 5.02 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, 2060.

Section 5.03 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 one hundred (100%) 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 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 5.04 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 5.05 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 5.06 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 5.07 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 5.08 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 5.09 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 a 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 5.10 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:

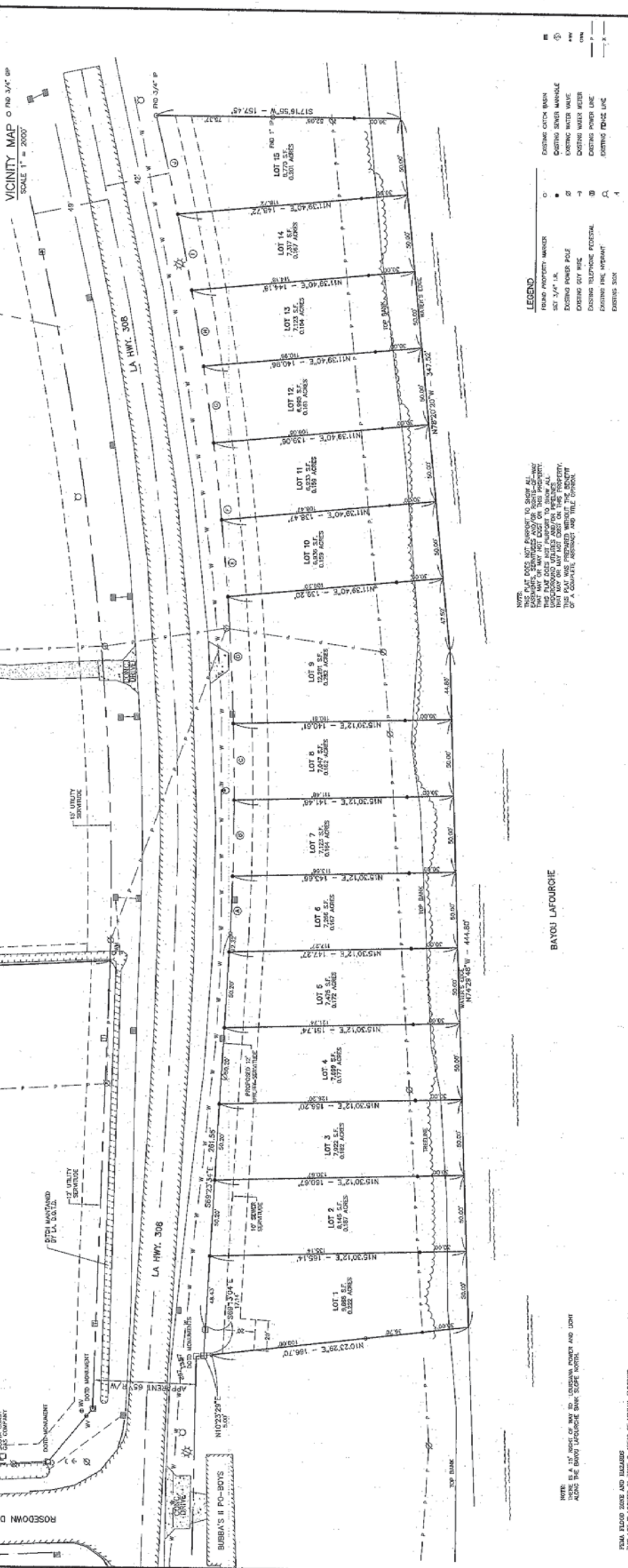
PLANTATION ACRES, LLC
Through it's Manager, J. B. Levert Land Co., LLC

By: _____
Troy J. Bellanger
Assistant Vice President

NOTARY PUBLIC

Notary Name: Richard J. Bouterie, Jr.

EXHIBIT "A"



- LEGEND**
- FOUND PROPERTY MARKER
 - SET 3/4" I.A.
 - EXISTING POWER POLE
 - EXISTING CITY WIRE
 - EXISTING TELEPHONE FEDERAL
 - EXISTING FIRE HYDRANT
 - EXISTING SIGN
 - EXISTING CHECK BASIN
 - EXISTING SEWER MANHOLE
 - EXISTING WATER VALVE
 - EXISTING WATER METER
 - EXISTING CITY WIRE
 - EXISTING POWER LINE
 - EXISTING FENCE LINE

NOTE:
THIS PLAN DOES NOT REPRESENT TO SHOW ALL
UTILITIES THAT MAY BE LOCATED ON THIS PROPERTY.
THE PLANNING COMMISSION REQUESTS THAT ALL
UTILITIES BE LOCATED AND SHOWN ON THIS PROPERTY.
THEY MAY BE LOCATED ON THE PROPERTY
OF A CONTIGUOUS ADJACENT AND TITL ESTATE.

RIENZI VILLA
REDIVISION OF TRACT 3 INTO LOTS 1 THRU 15
LOCATED IN SECTION 39, T16S-R15E
LAFOURCHE PARISH, LOUISIANA

DAVID A. WAITZ
ENGINEERING AND SURVEYING, INC.
Professional Land Surveyors
Thibodaux, Louisiana

PREPARED BY: [Signature]
CHECKED BY: [Signature]
DATE: [Date]
SCALE: 1" = 40.00'

CURVE DATA TABLE

CURVE	BEARING	ARC	CHORD
A	N113°07'12"E	27.81'	50.00'
B	N113°07'12"E	27.81'	50.00'
C	N113°07'12"E	27.81'	50.00'
D	N113°07'12"E	27.81'	50.00'
E	N113°07'12"E	27.81'	50.00'
F	N113°07'12"E	27.81'	50.00'
G	N113°07'12"E	27.81'	50.00'
H	N113°07'12"E	27.81'	50.00'
I	N113°07'12"E	27.81'	50.00'

APPROVALS

OWNER: J.D. LEBLANC AND COMPANY, LLC - LOUISIANA, MEMBER
Approved by Mayor of the City of Thibodaux Planning Commission

PLANNING COMMISSION CHAIRMAN: [Signature]
DATE: [Date]

MAYOR CITY OF THIBODAUX: [Signature]
DATE: [Date]

PRELIMINARY COPY

David A. Waitz, Inc. Reg. No. 4744

APPROVED:

DATE:

SCALE:

REVISION:

PROJECT LOCATION:

LA HWY. 308

ROSEDOWN DRIVE

LAFOURCHE PARISH, LOUISIANA

SECTION 39, T16S-R15E

LOT 1 TO LOT 15

LA HWY. 308

LAFOURCHE PARISH, LOUISIANA

SECTION 39, T16S-R15E

LOT 1 TO LOT 15

LA HWY. 308

LAFOURCHE PARISH, LOUISIANA

SECTION 39, T16S-R15E

LOT 1 TO LOT 15

LA HWY. 308

LAFOURCHE PARISH, LOUISIANA

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LAFOURCHE PARISH, LOUISIANA

SECTION 39, T16S-R15E

LOT 1 TO LOT 15

LA HWY. 308

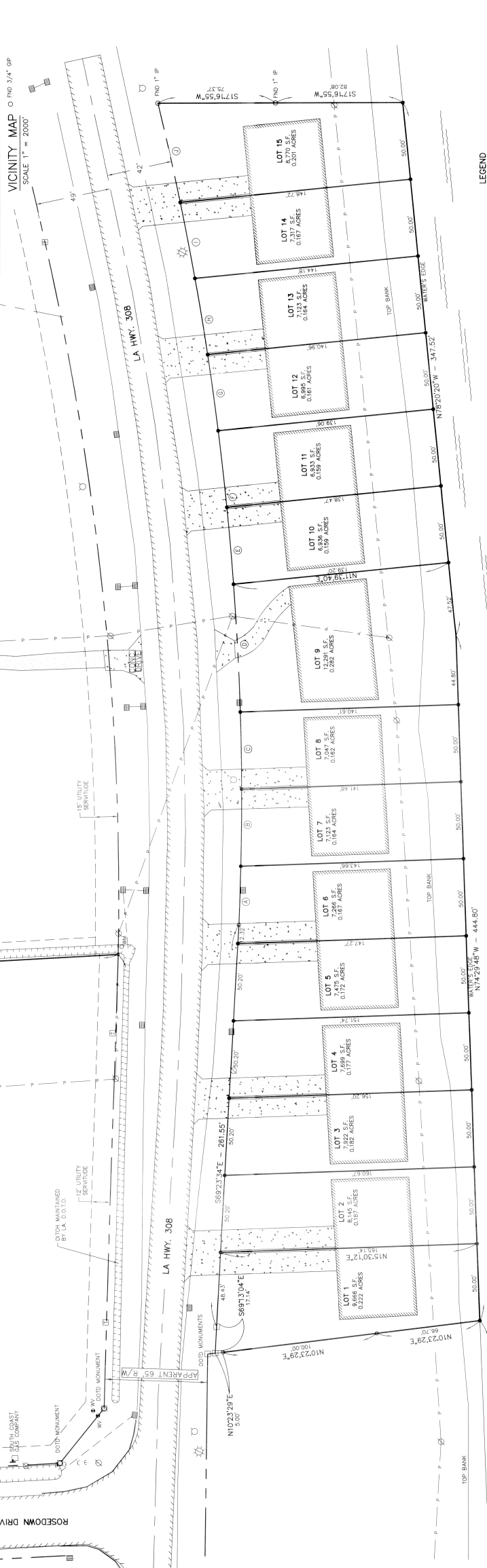
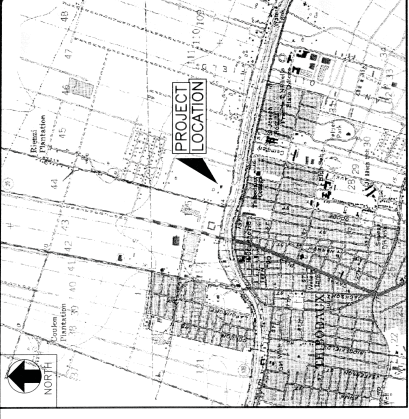
LAFOURCHE PARISH, LOUISIANA

SECTION 39, T16S-R15E

LOT 1 TO LOT 15

LA HWY. 308

EXHIBIT "B"



- LEGEND**
- FOUND PROPERTY MARKER
 - SET 3/4" I.R.
 - ⊙ POWER POLE
 - GUY WIRE
 - ⊞ TELEPHONE FEDESTAL
 - ⊚ FIRE HYDRANT
 - ⊠ SIGN
 - ⊡ CATCH BASIN
 - ⊞ WATER METER
 - ⊞ POWER LINE
 - ⊞ FENCE LINE

NOTE:
THIS PLAT DOES NOT PURPORT TO SHOW ALL ENCUMBRANCES OR RIGHTS OF WAY. THIS PLAT DOES NOT PURPORT TO SHOW ALL RIGHTS OF WAY OR MAY NOT EXIST ON THIS PROPERTY. THIS PLAT DOES NOT PURPORT TO SHOW ALL RIGHTS OF WAY OR MAY NOT EXIST ON THIS PROPERTY. THIS PLAT DOES NOT PURPORT TO SHOW ALL RIGHTS OF WAY OR MAY NOT EXIST ON THIS PROPERTY. THIS PLAT DOES NOT PURPORT TO SHOW ALL RIGHTS OF WAY OR MAY NOT EXIST ON THIS PROPERTY.

BAYOU LAFOURCHE

CURVE DATA TABLE

CURVE	BEGIN	END	LENGTH	AREA	PERCENT
A	0159.24	193.47	57.84	37.81	25.00
B	0159.24	193.47	57.84	37.81	25.00
C	0159.24	193.47	57.84	37.81	25.00
D	0159.24	193.47	57.84	37.81	25.00
E	0159.24	193.47	57.84	37.81	25.00
F	0159.24	193.47	57.84	37.81	25.00
G	0159.24	193.47	57.84	37.81	25.00
H	0159.24	193.47	57.84	37.81	25.00
I	0159.24	193.47	57.84	37.81	25.00
J	0159.24	193.47	57.84	37.81	25.00

RENYI RESERVE SUBDIVISION
A SUBDIVISION OF PROPERTY BELONGING
TO THE RENYI TRACT LAND COMPANY, INC.
LAFOURCHE PARISH, LOUISIANA
BY: CARL HECK ENGINEERS, INC.
RENYI MANOR SUBDIVISION
LOT 35, R1B8-1155
LAFOURCHE PARISH, LOUISIANA
BY: BAREAU & ASSOCIATES
INCORPORATED, SUITE LOT "A" & B, LOT "B"
CARVED FROM PORTER OF JOB, LEERY LAND CO. CO.
AS SHOWN IN SECTION 11.5, PARISH OF
DATED: JANUARY 2, 1996
BY: BOBBY F. WARREN

DITCH MAINTAINED
BY THE CITY OF THIBODIAUX

ROSEDOWN DRIVE

LA HWY. 308

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LA HWY. 308

PRELIMINARY
David A. Waitz
Reg. No. 4744

APPROVED:
David A. Waitz
Reg. No. 4744

REVISION OF TRACT 3 INTO LOTS 1 THRU 15
LOCATED IN SECTION 39, T16S-R15E
LAFOURCHE PARISH, LOUISIANA

DAVID A. WAITZ
ENGINEERING AND SURVEYING, INC.
Civil Engineers & Professional Land Surveyors
11115 BAYOU LAFOURCHE, SUITE 100
LAFOURCHE, LOUISIANA 70003

DATE: FEBRUARY 15, 2010
FILE: 0159.24/0159.24
JOB NO. 2010-008

REVISION
BY: []
DATE: []

EXHIBIT "C1"

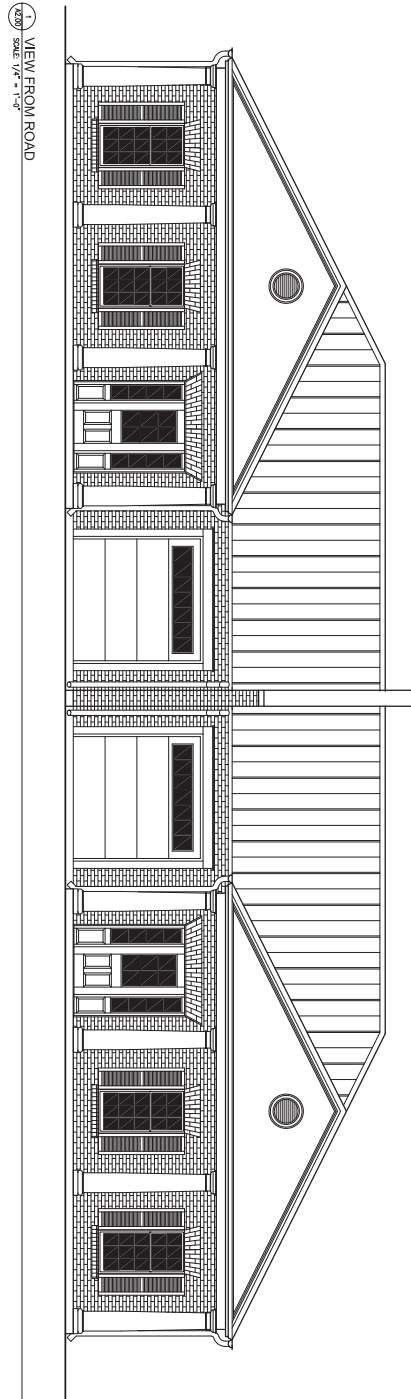
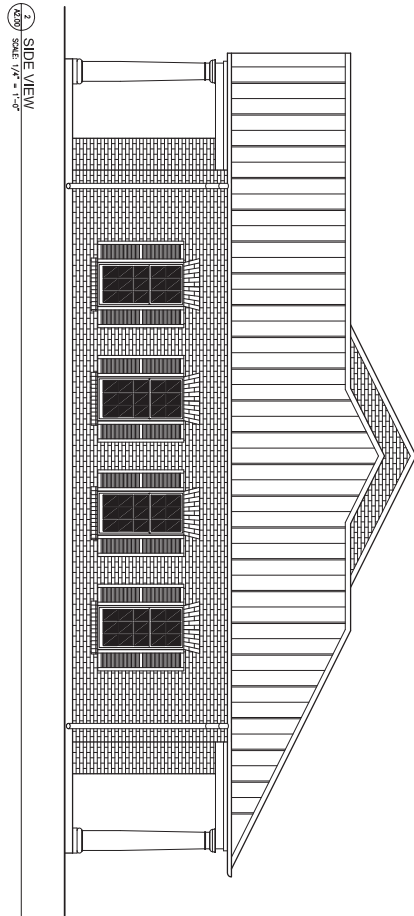


EXHIBIT "C3"

1
K2300
SCALE: 1/4" = 1'-0"
VIEW FROM ROAD

