

Lafourche Parish Recording Page

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First VENDOR

PLANTATION ACRES IV ADDENDUM NUMBER 4

First VENDEE

-ACT ESTABLISHING RESTRICTIVE COVENANTS

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I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafourche Parish, Louisiana

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ACT ESTABLISHING * UNITED STATES OF AMERICA
RESTRICTIVE COVENANTS * STATE OF LOUISIANA
FOR * PARISH OF LAFOURCHE
PLANTATION ACRES IV * BE IT KNOWN, That on this
ADDENDUM NUMBER 4 * 10th day of September, 2015
BY:
PLANTATION ACRES, L.L.C.

BEFORE ME, Richard J. Bouterie, Jr., a Notary Public duly commissioned, qualified and sworn, within and for the Parish of Lafourche, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter undersigned,

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 Vice President, (hereinafter referred to as the "Developer").

and who further declared unto me, Notary, that Developer is the owner of the following described portion of "Rienzi Plantation", herein designated as "**Plantation Acres IV Addendum 4**", more particularly described as follows:

A certain tract or parcel of land containing 10.701 acres or 466,150 square feet, located in Sections 45 and 46, Township 14 South, Range 16 East, City of Thibodaux, Lafourche Parish, State of Louisiana, being more particularly described as follows:

Commencing at the intersection of the southerly right of way line of Glenwild Drive and the easterly right of way line of Union Drive, said point being the "POINT OF COMMENCEMENT,"

Then, continuing along the southerly right of way line of Glenwild Drive, South 75 degrees 08 minutes 48 seconds East a distance of 119.00 feet to a point, said point being the "POINT OF BEGINNING,"

Then, South 75 degrees 08 minutes 48 seconds East a distance of 26.26 feet to a point;

Then, departing said right of way line, North 14 degrees 51 minutes 12 seconds East a distance of 185.30 feet to a point;

Then, South 75 degrees 08 minutes 48 seconds East a distance of 104.35 feet to a point, said point being located along the westerly right of way line of Waterford Drive;

Then, departing said right of way line, South 75 degrees 08 minutes 48 seconds East a distance of 50.00 feet to a point, said point being located along the easterly right of way line of Waterford Drive;

Then, departing said right of way line, South 75 degrees 08 minutes 48 seconds East a distance of 108.00 feet to a point;

Then, South 14 degrees 51 minutes 12 seconds West a distance of 125.25 feet to a point, said point being located along the northerly right of way line of Glenwild Drive;

Then, continuing along said right of way line, South 75 degrees 08 minutes 48 seconds East a distance of 21.39 feet to a point;

Then, departing said right of way line, South 14 degrees 51 minutes 12 seconds West a distance of 60.05 feet to a point, said point being located along the southerly right of way line of Glenwild Drive;

Then, South 16 degrees 00 minutes 24 seconds West a distance of 1,232.09 feet to a point, said point being located along the northerly right of way line of New Hope Drive;

Then, continuing along said right of way line, South 70 degrees 33 minutes 11 seconds East a distance of 30.12 feet to a point;

Then, departing said right of way line, South 19 degrees 26 minutes 49 seconds West a distance of 176.40 feet to a point;

Then, North 70 degrees 33 minutes 11 seconds West a distance of 300.00 feet to a point;

Then, North 19 degrees 26 minutes 49 seconds East a distance of 176.40 feet to a point, said point being located along the northerly right of way line of New Hope Drive;

Then, continuing along said right of way line, North 70 degrees 33 minutes 11 seconds West a distance of 16.24 feet to a point;

Then, departing said right of way line, North 14 degrees 51 minutes 12 seconds East a distance of 1,208.93 feet to the "POINT OF BEGINNING."

This legal description is based on the plat prepared by Acadia Land Surveying, LLC, dated July 29, 2015 entitled "PLAT SHOWING SURVEY AND RESUBDIVISION OF A PORTION OF UNDEVELOPED LAND BELONGING TO PLANTATION ACRES, L.L.C. INTO PLANTATION ACRES IV SUBDIVISION ADDENDUM NO. 4 AND RIENZI PLACE SUBDIVISION, ADDENDUM NO. 2, PHASE 2, LOCATED IN SECTIONS 45 & 46, TOWNSHIP 14 SOUTH, RANGE 16 EAST, CITY OF THIBODAUX, LAFOURCHE PARISH, LOUISIANA FOR PLANTATION ACRES, L.L.C."

All particularly shown on the Final Plat of "Plantation Acres IV Subdivision Addendum No. 4" prepared by Acadia Land Surveying, L.L.C., dated July 29, 2015 and recorded in the records of Lafourche Parish, Louisiana, under Entry Number 1204806.

As said Developer further declared to me, Notary, that being desirous of establishing certain restrictive covenants applicable to the hereinabove described property, which shall be binding on all purchasers of lots therein, their successors and assigns, and to make any subsequent sale or transfer of the said property subject thereto, although not set forth therein, Developer does now and herewith designate and adopt the following restrictive covenants for that purpose;

1. 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 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. 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.

2. No lot in this subdivision shall be re-subdivided, except where two or more owners desire to purchase a common lot between them to be further sub-divided in order to increase the width of their respective properties. This shall not prevent the owner of two or more adjacent lots from combining them, altering their interlinear drainage, and constructing thereon a single dwelling.
3. No building shall be erected, altered, placed or permitted to remain on any lot in this subdivision other than one detached single-family dwelling with covered vehicle storage of sufficient width to accommodate two automobiles side-by-side, 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. With the exception of corner Lots, in no event shall garage doors or the front of any said covered vehicle storage face or front any street. There shall only be one driveway per Lot, although two driveways are allowed on corner Lots however one shall be a circle drive and 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.

However, only in association with a main dwelling, detached buildings shall be allowed for playhouses, barbecue houses, garages, etc., if (1) the maximum area used by any such detached building does not exceed 30% (thirty percent) of any lot area, and (2) any such building shall be of the same architectural quality as the main dwelling. No such detached building shall be bound by that certain restrictive covenant hereinabove established preventing garage doors or the front of such out building from facing or fronting any street.

4. 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 1,700 square feet of living space. 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.
5. 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 this Subdivision which are greater than the requirements set out herein, then the Lot Owner shall be obligated to comply with that overriding criteria or requirement.

No deviation from these standards will be permitted unless designed and certified acceptable by a licensed architect and approved by the developer.

6. 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. Notwithstanding the foregoing, vinyl coated aluminum patio covers will be permitted only if attached to the rear of a main dwelling in a manner that is not visible from the front or street and for dwellings on corner lots, such patio cover shall not be visible from any front or side street.
7. 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.
8. No dwelling previously constructed shall be moved in whole or in part on any lot in this subdivision, without developer's prior written consent.
9. 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.
10. No building shall be located on any lot in this subdivision nearer to the front lot line than twenty (20') feet measured from the roof line. 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.

11. No residence in this subdivision shall be nearer to an interior or side lot Line than five (5') feet as measured from the side roof edge, nor nearer to the rear lot line than ten (10') feet, measured from the rear roof line. 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 line.
12. No fence, wall or other similar structure shall be erected nearer to the front lot line than the front sill of the dwelling. 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. Only redwood, cedar, pine, vinyl or brick fencing will be allowed.
13. 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.
14. 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 on Rienzi Plantation 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.
15. 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. No vacant lot in this subdivision shall be allowed to grow up in weeds.
16. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot within this subdivision, 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.
17. No signs shall be permitted in this subdivision except:
 - a) Such signs as the developer shall deem necessary to promote the sales of his lots.
 - b) One sign of not more than five (5) square feet advertising any house or lot for sale.
 - c) Contractors' signs of not more than five (5) square feet during the period of construction only.

18. There shall be no dumping of any garbage or trash of any kind on any street or lot in this subdivision, except for the collection of garbage, trash, etc. in sanitary containers 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.
19. 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.
20. Servitudes for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat. Within the easement area as shown on the plat, no structure may be constructed. No planting of any kind shall be allowed within such easement areas which will in any way interfere with, damage, or obstruct the installation or maintenance of any utilities in such area, nor change or retard the flow of water through any drainage channels or shall the interlinear drainage easement between any lots be filled or restricted in any manner that may affect the drainage of any adjacent properties in the area. 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.
21. No Lot Owner shall install solar panels on the roof plane directly facing the front lot line. Solar panels shall be installed in such a manner that it is not visible from any Street.
22. Entergy Louisiana, L.L.C. shall be granted access to it's 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 it's 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.
23. No Lot Owner shall install a mailbox other than a mailbox approved by the Developer.
24. 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.

25. Water to be used by residences in this subdivision shall be potable water as supplied by the City of Thibodaux. No property owner shall drill his own well on his lot, nor shall he purchase water from a privately-owned well for use on his lot. This does not prevent the use of containerized water as sold through commercial channels.
26. 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. If installed, no radio or television antenna or satellite dish shall extend greater than ten feet (10') above the roof line or forward of the front building line on any residence on said lot.
27. No oil drilling, oil development operations, or mining operations of any kind shall be permitted upon or in any lot nor shall tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or any other structure designed for use in boring oil or natural gas shall be erected or permitted within this subdivision. This does not prohibit the development, outside of this subdivision area, of mineral production by diagonal drilling from adjacent properties.
28. The developer, through his duly constituted agents, reserves the right to inspect construction plan before commencement of construction, in order to assure compliance with these covenants.
29. Developer reserves to himself the right to make necessary changes to these covenants, so long as he owns fifty (50%) percent or more of the lots in this subdivision. When developer owns less than fifty (50%) percent of the lots, the developer may make necessary changes by giving ten days prior written notice to lot owners at their last known address. If no lot owner raises objection, in writing, the proposed change shall become effective when placed on record by developer. If objection is raised, in writing, by any lot owner within the ten day notification period, then developer shall call a meeting of lot owners, at which meeting a vote will be taken on the proposed change, with a majority of those present at such meeting being necessary to determine the outcome. Each lot shall have one vote in making this determination.
30. These covenants are to run with the land, and shall be binding on all parties for a period of thirty (30) years from date of recordation hereof. These covenants shall then be automatically extended for successive 10-year periods, unless amended, changed, or terminated in accordance with #27 above.
31. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.
32. 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, signed and passed in triplicate originals in the City of Thibodaux, Parish of Lafourche, State of Louisiana, in the presence of the two undersigned witnesses who have signed as such, together with the said Appearer and me, Notary, on the day and in month and year first hereinabove written, after due reading of the whole.

PLANTATION ACRES, L.L.C.
through its Manager,
J.B. Levert Land Co., L.L.C.

Patrice V. Ledet
WITNESS *Patrice V. Ledet*

Kasi C. Dusemburg
WITNESS *Kasi C. Dusemburg*

Troy J. Bellanger
BY: Troy J. Bellanger
Vice President

[Signature]
NOTARY PUBLIC

