

# Lafourche Parish Recording Page

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## First VENDOR

RIENZI PLANCE SUBDIVISION

## First VENDEE

DECLARATION OF COVENANTS & RESTRICTIONS

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## Recorded Information

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DECLARATION \* UNITED STATES OF AMERICA  
OF \* STATE OF LOUISIANA  
COVENANTS & RESTRICTIONS \* PARISH OF LAFOURCHE  
FOR RIENZI PLACE SUBDIVISION \*  
(ADDENDUM NO. 2 / PHASE 4) \*

BE IT KNOWN, that on this 31<sup>st</sup> day of the month of May, 2024, before me, a Notary Public, duly commissioned and qualified in and for the State of Louisiana, and in the presence of the undersigned competent witnesses;

**PERSONALLY, CAME AND APPEARED:**

**LD DEVELOPMENT HOLDINGS, LLC**, a Louisiana limited liability company, whose mailing address is 527 Jackson Street, Thibodaux, Louisiana 70301, herein represented by Ryan Dicharry, its Authorized Manager (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. 2 / Phase 4)," which is more particularly shown on the Survey Plat entitled: "*Final Plat of Rienzi Place Subdivision, Addendum #2 (Phase 4)*" prepared by Terral J. Martin, Jr. (Professional Land Surveyor License No. 5030), Thibodaux, Lafourche Parish, Louisiana (hereinafter referred to as the "Property") - attached hereto and made a part hereof;

**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, to-wit:

**ARTICLE I**  
Definitions

"Rienzi Place Subdivision (Addendum No. 2 / Phase 4)" shall mean that certain real estate development originally owned by Developer and further shown and described as attached herein.

"Homeowners Association" shall mean the homeowners association to be formed (and/or already in existence) 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 8 through 9 and Lots 13 through 20).

"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 (if applicable).

"Lake Servitude" shall mean the servitude of use established by Developer in accordance with Section 2.04 (and or already in existence) burdening those portions of the Lake Lots backing onto the Lakes and designated as the Lake Maintenance Servitude and the Lake Maintenance Servitude area (and access).

"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 (1) 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 (attached hereto) (and/or amended) and recorded in the records of Lafourche Parish, Louisiana.

"Property" shall mean and refer to that certain immovable property displayed and/or described as attached (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 seventeen (17') 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 streetlights, 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 Servitude.** 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 banking 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 Servitude"); (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; (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; and (iii) install or maintain aeration device(s) as necessary and/or required. 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 Servitude 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 Servitude and the Lake Maintenance Servitude.

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 Homeowners 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 Homeowners Association and agents, 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 Subdivision (Addendum No. 2 / Phase 4), 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 Homeowners Association and their agents, arising out of any flooding from the Lakes unto any portion of any Lake 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 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 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 outbuilding 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; (ii) such signs as the Developer shall deem necessary to promote the sale of Lots; and/or (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 (and their agents) 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 (and their agents) to ensure 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 (and their agents) 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 Subdivision (Addendum No. 2 / Phase 4) 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, and/or to create any unnecessary disturbance(s).

**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 refinings, 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, if mutually agreed upon by the adjacent land owners - directional drilling with the derrick site to be located off the Property may be allowed (under certain conditions and upon appropriate permitting and approvals granted by federal, state and/or local agency(ies)). 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 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. LD Development Holdings, LLC (and previously J.B. Levert Land Co., Inc.) also hereby grant Entergy Louisiana, Inc. access to it's rights of way within or directly adjacent to this subdivision over any of the existing roads located on their undeveloped lands within or adjacent to this subdivision, when necessary and/or appropriate.

**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.

Such approved mailbox is shown herein (for clarity):



Such approved mailbox shown hereinabove may be found at: <https://betterboxmailboxes.com/mailbox/contemporary-style-better-box-mailbox-black-modern-decorative-cast-aluminum-residential-curb-side-high-quality-upscale-mailboxes/>.

**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 25th and shall be removed no later than January 25th). 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. Appropriate mechanism(s), as authorized by the Homeowners Association, may (from time to time) be utilized for Lake upkeep and maintenance (in a safe and reasonable manner).

**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) within the Lake Maintenance Servitude (which is set at twenty (20') feet from the water's edge). *For Lake Lot(s) 8 & 9 - the Lake Maintenance Servitude (which is set at twenty (20') feet from the water's edge) shall be reduced to ten (10') feet from the water's edge.*
- (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. Also, pool decks shall not be located within the boundaries of the Lake Servitude. 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 the Lake Servitude.
- (d) **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. Appropriate mechanism(s), as authorized by the Homeowners Association, may (from time to time) be utilized for Lake upkeep and maintenance (in a safe and reasonable manner).
- (e) **Setbacks.** See Section 4.07 for rules governing the placement of Improvements on Lake Lots.
- (f) **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 (2) 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 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 4.03 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 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 Subdivision (Addendum No. 2 / Phase 4) 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 (and their agents) 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.



**Section 4.07 Setbacks.** No improvements shall be located on any Lot nearer than twenty (20') 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 within the Lake Maintenance Servitude (the same standard shall apply to any detached building(s)). 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 (48") 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 (48') inches. The transition from the six (6') foot height fence to the forty-eight (48') 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 (which retains the measurement of twenty (20') feet surrounding any Lake water's edge).

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 brick, stucco and /or wood or cement siding materials or other approved materials. No vinyl materials are allowed, of any kind.

**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**  
**Homeowners Association**  
**(for Lots 8 through 9 & Lots 13 through 20 of Rienzi Place Subdivision (Addendum No. 2 / Phase 4) ONLY)**

**Section 5.01 Homeowners Association (Lake Lots).** In accordance with the provisions of La. R. S. 9:1141.1, *et seq.* and 9:1145, *et seq.*, DELPHINE LAKE LOTS IN RIENZI PLACE HOME OWNERS ASSOCIATION, INC. (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.* was previously formed and established for ONLY the Lots contiguous with a Rienzi Lake or containing property within the boundaries of a Lake Servitude (in particular: Lots 8 through 9 & Lots 13 through 20 of Rienzi Place Subdivision (Addendum No. 2 / Phase 4) ONLY). Upon the purchase of a Lot, a Lot Owner (any party other than the Developer) will become a member of the Home Owners Association. The rights of a member of the Homeowners 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, Louisiana 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 Homeowners 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 Homeowners Association the person authorized to vote for such Lot(s).

**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 to (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 annual dues in the amount of five hundred and no/100 (\$500.00) dollars per year (payable semiannually - in advance) to pay for the activities of the Homeowners 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 Homeowners 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 Homeowners Association may send notice of dues to the last known address of such person on the records of the Homeowners 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 \$25.00 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 their 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 fees, incurred by the Home Owners Association in collecting the dues or other amounts owed by such defaulting Lot Owner or otherwise enforcing these Restrictions.

**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 Homeowners 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.** To carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots, the Developer does hereby establish and designate the Architectural Control Committee of Rienzi Place Subdivision (Addendum No. 2 / Phase 4) the "Committee" or the "Architectural Control Committee" to perform the duties set forth below. The Developer retains absolute control of said Committee (as its only member), until they no longer own immovable property within the subdivision. The Developer "may" voluntarily relinquish control of the Committee to the Homeowners Association, at any time it may so choose (through formal written acknowledgement by both parties).

- (a) Submission of Preliminary Plans. Prior to completion of Final Plans for any significant improvements on a Lot, the Owner thereof shall submit to the Committee Preliminary Plans (on a 1/8" scale) for such proposed improvements consisting of a floor plan, front elevation, site plan with driveway location and any proposed off-street parking. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within ten (10) days. After written approval by the Committee of the Preliminary Plans, the Owner may move forward with Final Plans for such proposed improvements (which must also be submitted to the Committee as set forth herein).
- (b) Submission of Final Plans. For any floor plan other than plans meeting prior approval by the Developer, prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner of a Lot shall submit to the Committee one set of Final Plans and specifications for the construction. No work may commence on any Lot until the written approval of such Final Plans has been given by the Committee. No building on any Lot may proceed except in accordance with submitted Final Plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these Restrictions or not in accordance with Final Plans approved by the Committee as set forth in these Restrictions.

The following must be submitted:

- i. A copy of the plans or drawings and specifications which show all exterior materials, finishes and designs, including elevations of all four sides of the building, and all interior floor plans, ceiling heights and floor finishes. Any plans for a home or other improvements should be drawn to "industry standards." In the event the plans are not drawn to "industry standards" - they may not be approved by the Committee.
- ii. A plot plan showing the location of all improvements on the Lot, drainage plan for the Lot, building setbacks and servitudes.
- (c) Approval required by the Committee is not effective unless it is in writing and signed by a member of the Committee. Unless otherwise stated herein, if a request for approval is submitted to the Committee and the Committee issues no written approval thereof, this shall be considered a disapproval of such request by the Committee. Further, the Committee may issue its written approval or disapproval of such Final Plans submitted to it anytime within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans within thirty (30) days of submission shall constitute disapproval thereof. *If construction is not commenced within six (6) months after the date of approval of the Final Plans or any other proposals, then the approval is void.*

- (d) The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. Even though the submitted plans follow all guidelines set forth in these Restrictions, they may be disapproved by the Committee because the proposed home does not fit with the general architectural style of the development or the proposed home has too many features that are similar to another home on a Lot in close vicinity of the proposed home. The Architectural Control Committee may issue from time to time a manual containing guidelines for use by builders and homeowners in the selections of concepts, design techniques and/or materials/finishes for construction within the Subdivision. These guidelines shall be utilized by the Architectural Control Committee in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Architectural Control Committee may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants.
- (e) Finality of Decision. The decisions of the Committee shall be in their sole discretion and shall be final, binding and shall not be appealable.
- (f) Variances. The Committee, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems are appropriate, with the following exceptions:
- i. There shall be no waivers or deviations approved which do or may allow any person to use any or all of such property for a temporary structure, of any kind (in accordance with Section 3.03) and there shall be no waivers or deviations approved which do or may allow any person to reduce the minimum square footage of the living area of the residential homes in the subdivision.
  - ii. Written approval of the Committee must be obtained by a Lot Owner for any waiver of a City and or Parish Zoning Ordinance the Lot Owner seeks to obtain; any waiver granted in this regard / without the prior written approval of the Committee must nevertheless receive Committee approval.
  - iii. *The Committee shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against a Lot Owner to enforce these restrictions.*
- (g) Indemnification. Each member of the Committee shall be indemnified by the Owners of Lots against all liabilities and expenses, including attorney fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Committee at the time such expenses are incurred, unless the member of the Committee is adjudged guilty of willful malfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

**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 May 31, 2074.

**Section 6.03 Amendment to Restrictions.** Developer shall have the sole and independent 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. *Once Developer has transferred their rights in and to any and all Property subject to these Restrictions (for clarity - once Developer owns zero percent of the Property subject to these Restrictions / which shall also apply to any ancillary entity(ies) of Developer), these Restrictions may be amended by the present Lot Owners through action taken of a 2/3 majority 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.*

**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 / 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, under the 17<sup>th</sup> Judicial District Court (Parish of Lafourche).

**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 (1) 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.

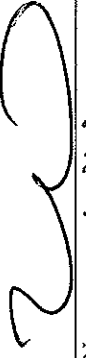
**Section 6.10 Enforcement.** Enforcement of these covenants shall be by proceedings at law, or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages including reasonable attorney fees.

*[Remainder of this section intentionally left blank / signature page to follow]*

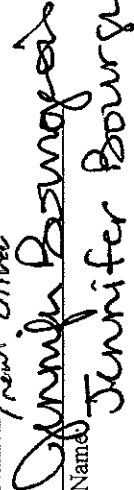
THUS, DONE AND PASSED, on the day, month and year first above written and in the presence of the undersigned, good and competent witnesses, who hereunto sign their names with the said Developer and me, Notary, after reading the whole.

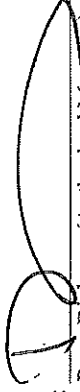
WITNESSES:

LD DEVELOPMENT HOLDINGS, LLC

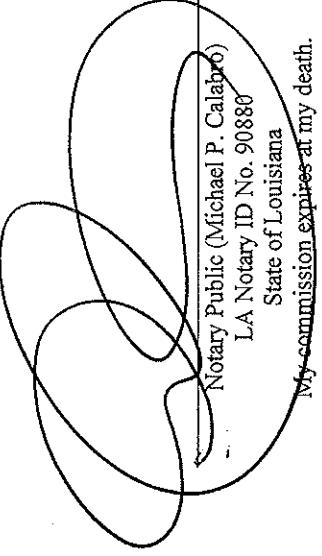


Name: Trent Olivia

  
Name: Jennifer Bourgeois



By: Ryan Dicharry (Authorized Manager)

  
Notary Public (Michael P. Calabro)  
LA Notary ID No. 90880  
State of Louisiana  
~~My commission expires at my death.~~

LIMITED LIABILITY COMPANY CERTIFICATION

BE IT RESOLVED, that LD DEVELOPMENT HOLDINGS, LLC, a Louisiana limited liability company domiciled in the Parish of Lafourche, with its present mailing address being 527 Jackson Street, Thibodaux, Louisiana 70301, herein represented by and through:

RYAN DICHARRY, whose present mailing address is 527 Jackson Street, Thibodaux, Louisiana 70301;  
&

JEREMY LANDRY, whose present mailing address is 1645 Saint Patrick Street, Thibodaux, Louisiana 70301.


FURTHER RESOLVED, that RYAN DICHARRY AND/OR JEREMY LANDRY - be and they are hereby authorized, empowered and directed to enter into, sign and execute on behalf of LD DEVELOPMENT HOLDINGS, LLC, as its Manager(s) (jointly and or independently, as necessary and or required), any and all documents and instruments in writing, necessary or convenient to the premises, and or to conduct any and all business as necessary - as the said RYAN DICHARRY AND/OR JEREMY LANDRY shall deem proper and appropriate in their sole and uncontrolled discretion, as necessitated by transaction and or by law.

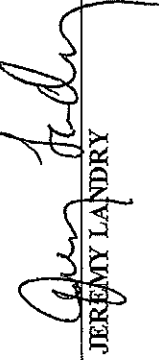
CERTIFICATE

RYAN DICHARRY AND/OR JEREMY LANDRY, as the ONLY MEMBER(S) of LD DEVELOPMENT HOLDINGS, LLC, do hereby certify the above and foregoing is a true and correct copy of minutes of a special meeting of the Member(s) of LD DEVELOPMENT HOLDINGS, LLC (or by other duly authorized company action in lieu of a meeting), duly called and held, at which quorum was present and voting, which certification has not been rescinded or revoked in any way and remains in full force and effect.

Formally executed on this 6<sup>th</sup> day of January, 2023.

LD DEVELOPMENT HOLDINGS, LLC:

By:  \_\_\_\_\_  
RYAN DICHARRY

By:  \_\_\_\_\_  
JEREMY LANDRY



