

**DECLARATION OF COVENANTS, RESTRICTIONS,  
AND SERVITUDES FOR RIVERBEND ESTATES**

**STATE OF LOUISIANA**

**PARISH OF JEFFERSON**

**BE IT KNOWN**, that on this 20th day of January, 2006;

**BEFORE ME**, the undersigned Notary Public, personally came and appeared:

**R BEND ESTATES II, L.L.C.**, represented herein by its duly authorized undersigned representative,

A Louisiana Limited liability company domiciled in Jefferson Parish (hereinafter referred to as "Declarant"):

Who, after being duly sworn, declared that:

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real estate property described as Riverbend Estates Phase II, described in Article II of this Declaration and desires to create thereon a private residential community, for the benefit of the said community; and

**WHEREAS**, Declarant desire s to provide for the preservation of the values and amenities in s aid community and for t he maintenance of said common area s; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

**WHEREAS**, Decrarant has deemed it desirable f or the said efficient preservation of the values and amenities in s aid community, to create an agency to which should be delegated and assigned the powers of maintaining, and administering and enforcing the covenants and restriction and collection and disbursing their assessments and charges hereinafter created; and

**WHEREAS**, Decrarant has previously Incorporated under the laws of the State of Louisiana, as a non-profit corporation, Riverbend Estates Homeowners' Association, Inc., for the purposes of exercising the function s aforesaid;

**NOW THEREFORE**, the Declarant hereby declares that all of the properly described in Exhibit "A" shall be held, sold, used and conveyed subject to the following easements , restrictions, covenants, an d servitude, which shall run with the title to the real properly subjected to this Declaration. This declaration shall be binding upon all parties having any right, title or interest in any portion of the Propertied, their heirs, successors, successors-in-title, and assigns and s hall insure to the benefit of each owner of any portion of the properties .

**ARTICLE I  
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Association": Shall mean and refer to the RIVERBEND ESTATES HOMEOWNER'S ASSOCIATION, INC.

1.2 "The Properties": Shall mean and refer to all existing properties, which are subject to this Declaration Including the Lots and may also include all Lots (Lot s 1- 94) in the first phase of Riverbend Estates,

1.3 "Common Properties": Shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the Common use and enjoyment of the owners of The Properties, Included as Common Properties are any community servitude on property, which are to be maintained by the Association.

1.4 "Lot": Shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

1.5 "Owner": Shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon The Properties but, notwithstanding, any applicable theory of the mortgage, shall not mean to refer to the mortgagee unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.6 "Members": Shall mean and refer to all those Owners who are members of the Association as provided by Article 3.1 hereof.

1.7 "By Laws": The By Laws of Riverbend Estates Homeowners' Association, Inc,

1.8 "Annual Assessments": Assessments levied for the exclusive use for the maintenance of the common areas, promoting the recreation, health, safety and welfare of all residents, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

1.9 "Special Assessments": Assessments applicable for a given year for the purpose of defraying the cost of reconstruction of the unexpected repairs or replacement.

1.10 "Specific Assessments": Are costs incurred in bring a specific Lot or Lots into the compliance with the terms of this Declaration.

1.11 "Declarant ": R Bend Estates II, L.L.C., a Louisiana limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit "A" for the purposes of development and/or sale and who is designated as the Declarant in a recorded Instrument executed by the immediately proceeding Declarant.

1.12 "Master Plan": The plan of resubdivision of the Riverbend Estates, Phase II approved by the St. Charles Parish Council, said property being described on Exhibit "A",

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

2.1 Existing Property. The real property, which is, and shall be, held, transferred, sold, conveyed, and occupies subject to this declaration is located in St. Charles Parish. State of Louisiana and known as RIVERBEND ESTATES, PHASE II, comprised of lots 1-26 inclusive, as designated on the plan of resubdivision by approved by the St. Charles Parish Council by Ordinance, said Ordinance being made a part hereof by reference.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1 Membership: Every person or entity who is a record owner of a fee interest or undivided fee interest in any Lot which is subject to the covenants of record and to the assessment by which the Association shall be member of the RIVERBEND ESTATES

HOMEOWNERS' ASSOCIATION, INC., provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

There shall be only one membership per Lot. If a Lot is owned by more than one person, all co-owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2 and all such co-owners shall be jointly, severally and in solido obligated to perform the responsibilities of Owners. The membership of an Owner which is not a natural person may be exercised by an officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.2 Voting: Members shall be all owners. Members shall have one equal vote for each Lot in which they hold the Interest required for membership as provided in Section 3.1. There shall be only one vote per Lot and shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Riverbend Estates Homeowners' Association, Inc. also includes all owners in the first phase of Riverbend Estates.

#### **ARTICLE IV**

##### **COVENANT FOR MAINTENANCE ASSESSMENTS**

###### 4.1 Creation of the lien and Personal Obligation of Assessment .

The Developer for each Lot owned by him within the Properties hereby covenants and each owner of any Lot, by Acceptance of a deed, whether or not it be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments of charges; (2) special assessments for capital improvements; (3) Specific Assessments for bring any Lot in compliance of this Declaration, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof is hereinafter provided, shall also be the personal obligation of the person who was owner of such property at the time the assessment fell due.

4.2 Purpose of Assessment. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties related to the use and enjoyment of the Common Properties including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

4.3 Basis and Present Annual Assessment for Common Areas. An annual assessment fee of One Hundred Dollars (\$100.00) will be required of Property Owner, with the first year's fee to be paid at the Act of Sale.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, propose the actual assessment for another year at the increased amount.

###### 4.4 Special Assessments for Capital Improvements for Common Areas.

In addition to the annual assessments for the common areas authorized by Section 3 hereof, the Association may levy in an assessment year, a special assessment, applicable to that year only. for the purpose of defraying, in whole or in apart, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the

assent of two-thirds (2/3) of the votes of the Members who are appearing in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and set forth the purpose of the meeting, unless said notice is otherwise waived.

4.5 Change in Basis Assessments. At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated Common Expenses during the coming year. Basis Assessments shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses.

4.6 Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the first day of January, fixed by the Board of Directors of the Association to be the date of commencement.

Because the first year of annual assessments will be paid at the Act of Sale of the property, the amount of the annual assessment levied for the balance remaining after the first year has ended, will be the remaining number of months in that year. For instance, where a Member goes to an Act of Sale in July, on the first of July of the following year, the Member will be responsible for the remaining six (6) month, of that year. Thereafter, the annual assessment for the next year will be due on January 1st.

4.7 Duties of the Board of Directors. Once the Annual Budget has been prepared as per Section 4.5 above, the Board of Directors of the Association shall fix the date of commencement and the amount of assessment against each Lot for each assessment period of at least thirty (30) days prior to the beginning of the fiscal year which it is to be effective and, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereafter be sent to every owner subject thereto.

Within 72 hours of request by written notice, the Association shall furnish to any Owner liable for said assessment a certificate signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.8 Effect of Non-Payment of Assessment. If the assessments are not paid on the date when due (being the date specified in 4.7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, assigns and personal representatives and also be personal obligation of the Owner.

If the assessment is not paid in thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event of a judgment obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with cost of the action.

4.9 Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability

for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

4.10 Specific Assessment. The Association shall have the power to levy Specific assessments against a particular Lot as follows:

(a) to cover costs incurred in bringing any said Lot into compliance with the terms of this Declaration; and

(b) provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, pursuant to the By-Laws, before levying any Specific Assessment.

## **ARTICLE V**

### **INDEMNIFICATION AND INSURANCE**

5.1 Indemnification, The Association shall indemnify hold harmless and defend every officer, director, and committee member against all damages and expenses, including attorney fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party be reason of being or having been an officer, director, or committee member, including, without limitation, any and all claims for personal injury, death or property damage, except that such obligation to indemnify, hold harmless, and defend shall be limited to those actions for which liability is limited under the Louisiana Law of Corporation.

The officers, directors, and committee members past and present, shall not be liable if she or he acted in good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interest of the Association, and unlawful.

The officers and directors past and present shall not have personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify, hold harmless, and defend each such officer, director, and committee member from any and all liability to others on account of any such contract, commitment, or action.

5.2 Insurance. The Association, acting through its Board of Directors or its duly authorized agent, shall, when necessary, obtain and continue in effect adequate insurance to cover the following:

(a) Blanket property insurance covering "risks of direct physical loss" for all insurable improvements on the Common Areas to which it has assume responsibility for maintenance, repair, or replacement in event of casualty.

(b) Commercial general liability insurance on the Areas of Common Responsibility, insuring the Association and its members for damage or injury caused by the negligence of the Association of any of its Members, employees, agents, or contractors while acting on its behalf. The policy limits per occurrence with respect to bodily injury. personal injury, and property damage shall be determined by the Board of Directors.

5.3 Annual Review. The Association shall arrange for an annual review of the Sufficiency of insurance coverage by one or more qualified persons.

5.4 Premiums. Premiums for all insurance on the Areas of Common Responsibility shall be Common Expenses, and shall be included in the Annual Base Assessment.

## **ARTICLE VI**

### **LAND USE, DESIGN AND CONSTRUCTION GUIDELINES**

6.1 Land Use and Building Type. Each Lot described herein shall be used for residential purposes only. The term "residential purposes", as used herein shall be held and constructed to exclude, by illustration, but not by limitation, the following: hospitals, clinics, boarding houses, board and care homes, bed and breakfasts, inns, hotels, and to exclude commercial and professional uses, whether of homes or otherwise, and any such use of said Lots is hereby expressly prohibited,

No buildings shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling, and a private garage, Accessory buildings such as carports, utility sheds, storage sheds, and greenhouses, etc., must be of substantially the same construction as that of the main dwelling.

6.2 Any dwelling erected on a Lot shall have a living area of not less than 2500 square feet.

6.3 All construction plans for building homes, or other structures in Riverbend Estates Phase II must be reviewed and approved by the Board of Directors of the Homeowners' Association or by any Architectural Review Committee appointed by said Board to ensure compliance with these restrictions and covenants herein, and to ensure that placement of building structures and driveways are done with the intent to preserve the architectural integrity as well as the values and amenities of the subdivision. Said Committee or Review Board may charge the sum of \$100.00 for the review of said plans.

6.4 No free-standing radio tower, television antenna satellite dish or other similar structure exceeding 15 feet in height shall be erected or constructed on any Lot.

6.5 No structure of any type, including but not limited to, fences, shall be placed in the front of any house. The front of the house shall be defined as the yard area from the front facade of the house to the street. No hedges or bushes used as fencing shall exceed a height of 3 feet.

6.6 No basketball goal or other type of sporting equipment shall be placed in the street or on a portion of any Lot which would cause anyone to use the street in playing with it.

6.7 Property owners will be responsible for any damage to the common area caused by themselves or their guests. The Homeowners' Association will have lien rights for any unpaid damages or expenses.

6.8 Lot grade shall commence from the rear line of the Lot and slope in grade to the street.

6.9 Each property owner grants to the Developer a servitude for the construction and paving of a walkway along the front property line not to exceed (3) three feet in width if Developer deems necessary.

6.10 The parking of trailers, boats or recreational vehicles will not be allowed on a Lot, unless it is parked inside an enclosed garage or within a fenced backyard and the fence enclosure has been approved by the Board of Directors of the Homeowners Association or an Architectural Control Committee appointed by said Board of Directors. No

commercial trucks or similar vehicles shall be stored, parked or maintained on any Lot or yard at any time. There shall be no extended construction or maintenance of a vehicle outside of the fenced backyard of any home.

6.11 Homeowners shall park their cars in their driveways and not park their vehicles on the street except on special occasions.

6.12 All roof pitches shall be greater than a 7 in 12 pitch.

6.13 Any roof shall be made of a minimum 30-year architectural shingle.

6.14 Vinyl siding shall be limited to accent only and shall not exceed twenty (20%) percent of the residence without the approval of the architectural review committee.

6.15 No garage doors shall face the front of the lot within the first fifty (50%) percent of the lot depth.

6.16 All mailboxes shall be selected from designs to be presented by the architectural committee.

6.17 Sewer connection fee will be applicable for property owner.

## **ARTICLE VII**

### **GENERAL RESTRICTIONS**

7.1 Noxious Activities. No Noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighbors or neighborhood. the neighbors or neighborhood.

7.2 Signs. Except for entrance signs, directional signs, signs for traffic control or safety, and such promotional signs as may be maintained by Developer, no signs or advertising of any character shall be erected, posted, or displayed upon, in, or about any Lot or dwelling situated on the property, provided that one temporary real estate sign, or builder's sign, not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent during the construction and sale period.

7.3 Oil Operations. Said property may be validly leased for mineral exploration and development, but no drilling rigs or other equipment utilized in drilling a well or wells in search of oil, gas, and other minerals may be located on any Lot.

7.4 Commercial Farming. No animals, Livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided they are kept for household purposes and not for business purposes.

7.5 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground or holding area for rubbish, abandoned vehicles or other such items. Trash, garbage, or other waste shall not be kept except in sanitary containers. All garbage cans, or other equipment for the storage or disposal of such trash, garbage, or other wastes shall be kept in a clean and sanitary condition and shall be kept and maintained at the side rear of the residential structure on each Lot until the afternoon before the trash is to be collected. All Lots shall be kept clean and free of unsightly obstacles at all times, and shall be mowed as often as maybe necessary to keep the Lots in property condition.

7.6 Burning. Burning of trash, scrap materials, or refuse of any kind is prohibited on any Lot or on any common areas within the subdivision, at any time.

7.7 Water and Sewerage. No private water well may be drilled, installed, or maintained, and no septic tanks or similar sewerage facilities may be Installed or maintained on any Lot.

7.8 Speed Limit. The established speed limit within the subdivision is twenty (20) miles per hour for all vehicles.

7.9 Fences. The type of fencing allowed by individual lot owners shall be of the same type, style and quality as the developer, so that all fences in the subdivision shall be uniform. All gates and fences shall be wood, birch, stucco and/or iron accent. Any vinyl fencing must be approved by the Architectural Review Committee. There shall be no chain link or concrete block fences allowed. No fence may be of a height greater than six (6) feet.

7.10 Landscaping. All lots shall have grass installed within thirty (30) days of the completion of any residence and shall be landscaped. Lawns shall be kept cut and neatly trimmed. The Association shall have the right to cut and trim any grass ten (10) days after giving notice to the owner by certified mail or by posting notice at the Property. Any and all costs associated with such cutting and trimming by the Association shall be reimbursed by the Owner, including, but not limited to the costs of cutting, providing notice and any other attorney's fees and associated costs should a lien be filed to collect said costs. The Association is hereby specifically granted the right to file a lien to enforce its rights herein.

## **ARTICLE VIII**

### **SERVITUDES**

8.1 Generally. This act shall be subject to all recorded servitudes heretofore or hereafter granted by Developer, including those for the installation and maintenance of utilities and drainage facilities.

No structure, planting, or other obstacle shall be placed or permitted to remain, impede, or interfere with the use of any servitude granted.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Riverbend Estates Homeowners' Association, or by the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that the owners of the majority of the Lots may change, alter, amend, or terminate the same after said twenty-five (25) year period, or at the end of any successive ten (10) year period thereafter, by executing, acknowledging, and filing for record in the office of the Clerk of Court, St. Charles Parish, Louisiana, an appropriate instrument or agreement in writing setting forth such change, alteration, amendments, or termination at any time which exceeds twenty-five (25) years from date .

9.2 Amendments. This instrument may only be amended, altered, changed, or terminated, or made more stringent, in their first twenty-five (25) years by a vote of eighty-five (85%) percent of the Lot owners. The eighty-five (85%) percent Lot owners may, after a duly authorized vote, change, alter, amend, terminate, or making more stringent by executing, acknowledging, and filing for record in the office of the Clerk of Court, St. Charles Parish, Louisiana, an appropriate instrument or agreement in writing setting forth such change, alteration, amendment, or termination, along with evidence of its compliance with this requirement at any time within the first twenty-five (25) years.

9.3 Notices. Any notice required to be sent to any Member or Owner under the Provisions of the Declaration shall be deemed to have properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Riverbend Estates Homeowners' Association at the time of mailing.

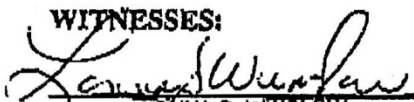


9.4 Enforcement. Either the Riverbend Estates Homeowners' Association, through its Board of Directors, or any Lot Owner shall be entitled to seek enforcement of these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction.

9.5 Conflict With Other Regulations. Nothing in these residential area covenants shall be construed to minimize or lessen or reduce the minimum requirements of St. Charles Parish, and in any case of conflict between these regulations and/or requirements, the greater or more stringent shall take precedence or govern.

9.6 Severability. Invalidation of anyone or more of these restrictions, covenants, or conditions by judgment, court order, or otherwise, shall no affect or invalidate any other restriction, covenant, condition, or provision hereof but all such other restrictions, covenants, and conditions and provisions hereof shall continue and remain in full force and effect.

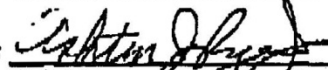
**THUS DONE AND SIGNED**, at my office in Metairie Louisiana, on the day, month and year hereinabove first written in the presence of the undersigned competent witnesses, who hereunto signed their names with Appearers and me, Notary, after reading of the whole.

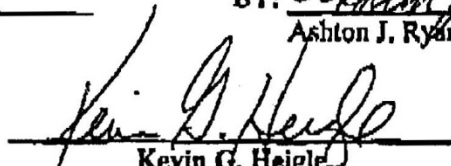
**WITNESSES:**  
  
LONNA S. WINSLOW

  
JANICE H. DAIBLE

**R BEND ESTATES II L.L.C.**

BY:   
Warren G. Trems, Member

BY:   
Ashton J. Ryan, Jr., Member

  
Kevin G. Heigle  
Bar # 6753  
Notary Public