

Terrebonne Parish Recording Page

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WILLIAMSBURG SUBDIVISION PHASE A

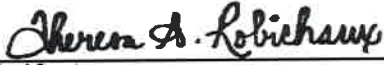
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Recorded Information

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


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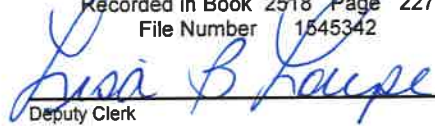
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CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and
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File Number 1545342


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Return To : CITIPLACE LLC
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**FIRST AMENDED AND RESTATED
Declaration Of Covenants
And Restrictions**

**WILLIAMSBURG SUBDIVISION
PHASE A**

STATE OF LOUISIANA

PARISH OF TERREBONNE

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

CITIPLACE, L.L.C.

A Louisiana Limited Liability Corporation domiciled in Terrebonne Parish, hereinafter referred to as "Declarant", who, after its representative was duly sworn, did declare that:

WHEREAS, Declarant is the owner of the real property known as **Williamsburg Subdivision**, described in Article II of this Declaration, and desires to create thereon a residential community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW THEREFORE, the Declarant hereby declares that all of the property described shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this declaration. This declaration shall be binding on all parties having any right, title, or interest in any portion of the properties, their heirs, successors, successors-in-title, and assigns and shall inure 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 **"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.

1.2 **"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 mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.3 **"Single family residence"**: Defined as members of the same family living in one dwelling. The home may have a separate but attached room or rooms for family members. In no case shall a separate room or rooms be used for rental purposes.

**FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS &
RESTRICTIONS FOR CITIPLACE, LLC d/b/a WILLIAMSBURG SUBDIVISION**

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property: The real property, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Terrebonne Parish, State of Louisiana, and is known as Williamsburg Subdivision Phase A, comprised of Block 1 and Block 2, designated on the plat of said subdivision recorded June 6, 2014, and approved, recorded in COB 2378, folio 406, Entry No. 1455268, records of Terrebonne Parish.

2.2 Additional Property: Said additional property, if any, subject to this declaration will be identified by Supplemental Declaration.

ARTICLE III

DESIGN AND CONSTRUCTION GUIDELINES

3.1 Restrictions on Use of Lots: Each Lot, or combination of Lots, shall be used for single family residential purposes only and no trade or business of any kind may be carried on therein. No more than one (1) dwelling shall be located on any Lot or combination of Lots. The use of a portion of a dwelling as an office by an owner shall not be considered a violation of this covenant if such use does not create regular customer, client, employee or business traffic. The use of a dwelling or portion thereof for a business meeting, entertainment, or the enjoyment or business of the owner's employees, trustees, agents, clients or customers shall not be considered a violation of this covenant if such use does not create regular customer, client, employee or business traffic. No Mobile Home, Manufactured Home, Modular Home, or temporary building will be permitted on any Lot or combination of Lots. No existing residence, building, or structure shall be moved onto any lot without prior written permission of Declarant in conjunction with its initial review of construction plans under Section 3.2, supra.

3.2 Review of Plans: No building shall be erected, placed, constructed, or altered before or after completion of initial construction, on any lot until said building plans and specifications showing the building size, architectural details, dimensions and placement of said Lot or combination of Lots have been submitted to and approved by the Declarant, and a building permit has been obtained from all necessary regulatory agencies.

3.3 Minimum Area Requirement: The minimum area requirements for residential structures shall be **one thousand six hundred (1600 sq. ft.) square feet of living area**. A two story dwelling shall have a minimum area of one thousand (1000 sq. ft.) square feet on the ground floor. The determination of "living area" shall exclude open porches, screened porches, porches, porches with removable storm windows, breezeways, patios, exterior or unfinished storage or utility areas and garages, whether attached or detached. All residential structures and accessory buildings shall be limited to thirty-five (35') feet in height, measured from the first floor finish elevation to the highest peak or ridge of the roof or two stories high. **The minimum first floor ceiling height shall be not less than nine (9') feet in height, measured from finished floor to finished ceiling, with a minimum of ten (10') feet in height for at least twenty percent (20%) of the square footage of the ground floor level.** The minimum second floor ceiling height shall be not less than nine (9') feet in height, measured from finished floor to finished ceiling. All residences must contain at least a garage capable of holding two full-size automobiles, which garage or carport may be attached or detached from the main dwelling structure. No residential structure shall have a width of less than thirty-two (32') feet across its front entrance.

3.4 Site Setbacks: Building setbacks shall be required with a minimum of twenty (20') feet for the dwelling or other structures from the front property line, and a minimum of five (5') feet for the dwelling or other structures from the side property lines. The rear setback requirement for the dwelling shall be ten (10) feet or as required by the applicable Terrebonne Parish Zoning Ordinance. Corner Lots must have no building or other structure located within sixteen (16') feet from the side street. Residences shall face the front of their respective lots. Eaves will not be considered part of the building for setback purposes; provided, however, that this shall not be construed to permit any portion of the building on a Lot to encroach upon another Lot. For the purpose of these restrictions, covered porches and patios shall be considered part of the building. Local governmental regulations shall be take precedence should the minimum governmental standards be more stringent than those contained herein.

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS & RESTRICTIONS FOR CITIPLACE, LLC d/b/a WILLIAMSBURG SUBDIVISION

3.5 **Driveways and Parking:** Driveways or other areas on the Lot used for vehicular traffic shall be paved concrete, or similar approved hard-paved surface, extending from the edge of the street, continuously to the edge of the garage. No shell, rock, or gravel driveways are permitted. Each residential dwelling shall have a garage with a minimum parking capacity of two (2) full sized passenger cars. **The minimum garage door opening size is two (2) ten (10') wide x eight (8') high openings or one (1) eighteen (18') wide x eight (8') high opening.** Off-street parking shall be provided for a minimum of four (4) full-size vehicles, including garage parking. No boats, recreational vehicles, eighteen wheelers or other commercial vehicles, campers, motorcycles, all-terrain vehicles, trailers of any kind, basketball goals or similar shall be kept on the street, in front driveways, or front or side yard. **All such items shall not be visible from the street and shall be kept in an enclosed garage, or screened by approved fencing or landscaping.** Permanent parking on the street is prohibited. Non-working vehicles are not allowed on the property at any time. Commercial tractors and/or trailers are not allowed within the subdivision.

3.6 **Sidewalks:** There will be sidewalks throughout the subdivision. Each homeowner must construct and maintain a broomed finish, four (4') foot wide by four (4") inches thick concrete sidewalk constructed of 3,000 psi reinforced concrete and/or any other Parish requirements, parallel to the street right-of-way, which shall be set back thirty (30") inches from the street curb. Sidewalks will be graded and designed to match and connect with other sidewalks from surrounding lots. For corner lots, sidewalks shall be constructed on the side street as well as the fronting street. Sidewalks must be complete prior to occupancy. Walkways to the front entrance will be permitted; all such walkways shall be paved concrete, brick or similar, hard-paved surface approved in writing by Declarant in conjunction with its initial review of construction plans under Section 3.2, supra.

3.7 **Drainage:** Lots shall not be permitted to drain on to adjacent lots or lots to the rear. **All lots shall be graded to drain to the front of the property as required by local code.**

3.8 **Dwelling:** **Country French design aesthetics are preferred** to maintain the desired character of the development. Designs shall be compatible with existing neighborhood or subdivision residences, and shall be submitted to and approved by the Declarant in accordance with Section 3.2, supra. Screen or storm doors shall not be allowed at the front elevation.

The front and side exterior walls of the principal dwelling which face a street shall be constructed of brick, brick & stucco or brick & approved lap siding. Front walls, up to 25% max., may be stucco or an approved horizontal lap siding (cement board – hardi plank) with face/reveal of 7" to 8" after the overlap. Side and rear exterior walls which do not face a street shall be covered in brick, stucco, or lap siding. Bricks must be modular size only. No queen or king sized bricks allowed.

Elevated structures will be required to have landscaping acceptable to the Declarant and/or Architectural Control Committee, in order to conceal open area beneath the structure. Chain walls approved by the Declarant and/or Architectural Control Committee shall be used to shield open areas facing the front and sides of the elevated structures.

Window units for heating, ventilating or air conditioning are prohibited for dwellings. If used for accessory building, window units must not be visible from the street. Aluminum awnings are allowed so long as they are behind the home and cannot be seen from the street.

Door(s) for the front entry to be minimum of 8' in height. Transom is not part of the door measurement.

3.9 **Roofs:** The minimum pitch of the roof shall not be less than eight (8") inches vertical for each twelve (12") inches horizontal, i.e. a 8/12 pitch or greater on the main roof of the dwelling. Hipped or gable roofs are preferred. Single slope roofs will be considered should they be compatible with other adjacent neighborhood or subdivision dwellings.

All roofs shall be covered with architectural asphalt shingles, slate (true or imitation), cement shingles, or similar materials approved by Declarant. Metal roofing is generally prohibited; however, the Declarant will consider proposals for metal roofing that aesthetically meet the community design standards and are compatible with the general style of the subdivision.

All gutters and downspouts shall have a color finish compatible with exterior finishes or be copper. Contrasting accent colors shall not be permitted.

Skylights, flues, chimneys, roof vents, antennas, vents, and solar collectors shall be located on the rear of the dwelling only.

3.10 Detached Structures: Gazebos, garages, porticos, porte' cocheres, sheds, and all accessory buildings shall be built with the same quality and kind of construction materials as used on the main dwelling structure. All such accessory buildings will also be required to match or complement the architectural style of the main dwelling structure, which are subject to review by the Declarant as set forth in Section 3.2, supra.

Flat roof accessory structures are strictly prohibited. Metal roof accessory structures are strictly prohibited. Metal buildings are strictly prohibited.

3.11 Fences: No fence or wall shall be erected, placed or constructed on any Lot nearer to any street than the front sill line of the main dwelling, excluding a front garage. All fence posts and supporting materials used in the construction of said fence shall be installed and placed so that they face and are situated to the inside of the owner's lot. To comply with setbacks, all fences on corner Lots shall be placed sixteen (16') feet inside of the side street property line. No chain link or barbed wire fences will be allowed; except chain link dog kennels within one's own yard will be allowed if they do not exceed eighty (80 sq. ft.) square feet and have a concrete surface and are not visible from the street. Yard fencing shall be six (6') feet in height. Fences shall be constructed of redwood, cedar, treated pine, vinyl, wrought iron, decorative iron, brick, or any similar material submitted to and approved by the Declarant in writing prior to its construction. However, notwithstanding the above, Declarant may install fencing of his choice around certain perimeters.

3.12 Mailboxes: Each residential Lot shall contain one mailbox with the design of the pole and box used therein being chosen from the design shown on **Exhibit "A"**, attached hereto, or any similar material submitted to and approved by the Declarant in writing prior to its installation. No other type of mailbox shall be permitted. Each such mailbox shall be constructed of cast aluminum or of poly-steel material with a black finish. The mailbox must be installed prior to obtaining the Certificate of Occupancy.

3.13 Swimming Pools: Swimming Pools must be fenced for safety purposes. If the pool is above ground, it is to be fenced so as to not be visible from the street.

3.14 Change of ownership: Any change in ownership of the lot must be reported to the declarant so that the declarant has a proper contact and may notify the new owner of required restrictions.

ARTICLE IV GENERAL RESTRICTIONS

4.1 Commercial Farming: No commercial farming, fishing, gardening or the keeping, breeding or raising of animals for commercial purposes shall be allowed. Ordinary household pets shall be allowed; however, pets shall be under leash at all times when walked or exercised in areas other than the owner's Lot.

4.2 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.

4.3 Noxious Activities: No noxious or offensive activity shall be carried on upon any Lot or within any dwelling which may become an annoyance or a nuisance to the neighborhood.

4.4 Antennas and Satellite Dishes: The installation or operation of any short wave radio station, commonly known as "ham" radio, shall be prohibited. The installation of any satellite dish, in excess of a small 36" in diameter satellite dish for the reception of DirecTV, Dish Network, VooM or the like, is prohibited. **Satellite dishes shall be located at the rear or side rear of the dwelling only, out of view when viewing the dwelling from the front.**

4.5 Easements: Easements and servitudes for installation and maintenance of utilities, drainage servitudes, and existing metering stations are as shown on the recorded plat of such subdivision. Within these easements and servitudes, no structure, planting or other materials shall be placed, erected, constructed or permitted to remain, which might interfere or damage with the installation and maintenance for which the servitude or easement was provided. The easement area of each lot shall be maintained by the owner of the Lot, except for such improvements for which a public utility shall be responsible.

4.6 Signage: **No sign of any kind shall be displayed to the public view** on any lot except one (1) professional sign of not more than one square foot displaying the municipal address of the dwelling, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Lot Owner, Realtor or General Contractor to advertise the property during the construction and sale period. The Declarant shall be exempt from these signage provisions during the sale period of the subdivision development. Political signs are prohibited. Subcontractor signs are prohibited unless required by law or local ordinance.

4.7 Mineral Exploration: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

4.8 Housekeeping: No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept, except in approved sanitary containers used for the collection and disposal of said waste. **All sanitary waste containers shall be kept concealed from the street until the day of service for the collection and disposal of said waste.**

During periods of construction, the Owner shall comply with, and require that his contractors comply with, Part 1518.25 of the Occupational Safety and Health Administration Regulation for Construction pertaining to housekeeping. The purpose of this provision is to insure that during said periods of construction, lots will be kept reasonably clean in order to prevent undue litter and accumulation of debris on the Lot and throughout the subdivision. Litter is to be removed periodically throughout the period of construction and all litter and construction debris is to be removed at completion of the structure, and the lot graded and seeded or sodded with grass.

The Declarant shall have the right to cut grass on any vacant Lot and unimproved Lot whenever it deems it necessary (but not more than once a month), and the Owner thereof shall be assessed a fee of \$150.00 per lot for each cutting, which charge shall constitute a lien against the property.

4.9 Utilities: Provisions have been made by the Declarant for the installation of all utilities underground, and no Owner may erect aboveground any extensions of said utilities, except with the prior approval of Declarant. All electrical services to dwellings and accessory structures erected in the subdivision shall be placed underground and that portion from the terminals of the utility company's power line to the residence shall be installed by the Owner at his expense. All primaries and secondaries shall also be placed underground.

4.10 Sightlines: No fence, wall, hedge, shrub or other planting which obstructs sightlines at elevations between two (2') feet and six (6') feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines, or in the case of a rounded property corner from the intersection of street property lines extended. The same sightline limitations shall apply on any lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sightlines.

4.11 Re-Subdivision: No Lot or combination of Lots may be re-subdivided for any purpose whatsoever, except that the side lines between Lots may be adjusted, provided that any Lot or Lots resulting from such adjustment have an area of not less than the original dimensions. Permission is hereby granted to use more than one Lot for the purpose of erecting a single residence. For example, three Lots may be combined to provide building sites for two residences.

4.12 Public Streets and Drainage: All streets and drainage are dedicated to the Terrebonne Parish Consolidated Government. Any problems or inquiries should be directed to T.P.C.G. officials. All utilities are through the servicing utility company and inquiries should be made directly to said companies. Declarant will attempt to assist in any problems, but is not responsible once all streets, drainage, and utilities have been dedicated and accepted.

4.13 **Pond**: The main purpose of the pond is for drainage mitigation, additionally viewing pleasure, enjoyment and fishing for the homeowners of WILLIAMSBURG Subdivision only. The HOA pays dues to maintain and manage the pond. The pond is for the exclusive use of the homeowners. The public is prohibited from the use of the pond. For safety, there shall be no boating, swimming, diving, jumping or swinging into the pond since the pond contains stumps and other obstacles. Access is through designated servitudes only and not through other lot owners property. No vehicles of any nature are allowed on the servitude to or around the pond. No littering. Never introduce wild fish to the pond. The taking of bass during spawning season is prohibited from mid- March to mid-May.

ARTICLE V

GENERAL PROVISIONS

5.1 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 owner(s) of any land subject to this Declaration, their legal representatives, heirs, successors and assigns for a term of thirty-five (35) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Invalidation of any one of these covenants by judgment or court order shall in no way effect any other provision or provisions, which shall remain in full force and effect.

5.1(a) Declarant's right to amend, change, or modify the Covenants and Restrictions of Williamsburg Subdivision: The Declarant reserves the right to amend the restrictions and setbacks, at the discretion of the Declarant, so long as such amendment does not affect the integrity or aesthetics of the subdivision overall plan and Declarant then owns at least 10% of the lots included in this Declaration.

Declarant further reserves the right to retain any lot and/or lots for uses including but not limited to common areas, roadways, drainage, or any other purpose for the expansion or construction of the subdivision and/or its future phases. Any such retained lots used for these purposes would be exempt from the covenants and restrictions contained within this Agreement.

5.2 Enforcement: Any Lot Owner shall be entitled to seek enforcement of these covenants and restrictions by any proceeding in law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages.

5.3 Amendment: Except as provided in Section 5.1(a), the provisions set forth in this declaration may be changed upon the affirmative vote of the owners of three-fourths of the lots in the said subdivision, after due notice of a meeting published twice in a daily newspaper in circulation in the Parish of Terrebonne; said notice shall state the time and place of such meeting, and the purpose therefore.

ARTICLE VI

MINERAL RIGHTS RESERVATION

Declarant hereby reserves all of the oil, gas, and mineral rights in the property herein described. Declarant shall not utilize the surface of the lands for production or seismic exploration and that all exploitation shall be done through directional drilling or under the pooling provisions of any lease granted, and any future lease granted on the said property will contain this provision.

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS & RESTRICTIONS FOR CITIPLACE, LLC d/b/a WILLIAMSBURG SUBDIVISION

ARTICLE VII

ARCHITECTURAL REVIEW COMMITTEE

There is established hereunder an Architectural Review Committee consisting initially of the DECLARANT. All plans and specifications for dwellings, other buildings, accessory buildings to be constructed on or adjacent to any said lot or lots, including a lot drainage plan, shall be submitted to said committee for approval, electronically, using date of e-mail receipt for committee to begin the review process. Approval or denial shall be forthcoming via e-mail within thirty (30) days of submission, and a failure of the Committee to act within the specified period shall be deemed an approval. DECLARANT shall, in its discretion, when a sufficient number of lots are sold, transfer said rights and obligations of said Committee to a new Committee to be comprised of members selected from a Homeowner's Association. Country French is the preferred design style.

ARTICLE VIII

HOMEOWNER'S ASSOCIATION

DECLARANT shall have the right by an instrument in writing filed for record in the Conveyance Records of Terrebonne Parish, Louisiana, to create a Homeowner's Association to be composed of property owners, present and future, in this subdivision and to transfer to such Homeowner's Association the full authority herein reserved to DECLARANT. The Homeowner's Association will be created to manage any such common elements or amenities as may be constructed in connection with the subdivision, title to which amenities and common elements to be transferred by DECLARANT at his discretion. Each owner of one or more lots in the Subdivision shall be a member of the Homeowner's Association, and the Homeowner's Association shall, by By-laws, determine the qualifications of members in good standing who are entitled to participate in the voting of their memberships in said Homeowner's Association. There shall be no compensation to DECLARANT or any Homeowner's Association hereinafter established for the services to be performed pursuant to the provisions contained in this paragraph. Every lot owner shall be subject to the decisions made by any Homeowner's Association created with regard to the duties vested in said Association and said Homeowner's Association may assess reasonable dues to every lot owner in the subdivision, except those owned by Declarant, for maintenance of common areas and/or pursuit of the duties imposed on said Association, whether or not a lot owner chooses to be a member in good standing of said Homeowner's Association.

THIS DONE, READ AND SIGNED before me, Notary Public, on this 25th day of October, 2017 at Houma, Louisiana.

WITNESSES:

CitiPlace, L.L.C.

Gail P. Dryden
Gail P. Dryden

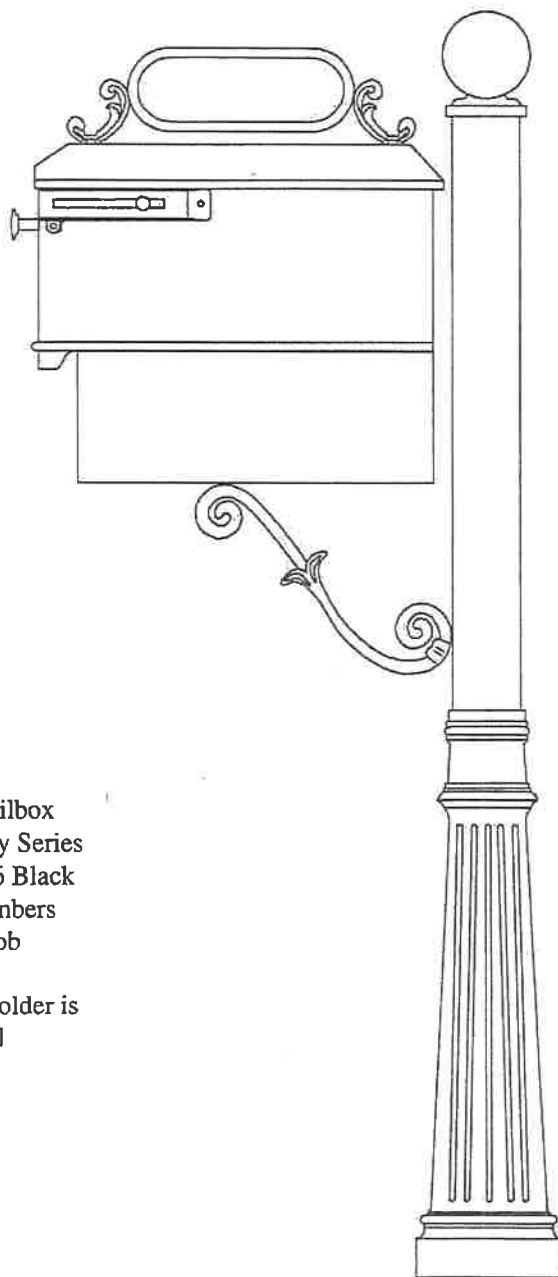
BY: Henry J. Richard
Henry J. Richard, Manager

Lucille P. Womack
Lucille P. Womack

[Signature]
NOTARY PUBLIC

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS & RESTRICTIONS FOR CITIPLACE, LLC d/b/a WILLIAMSBURG SUBDIVISION

EXHIBIT A



Imperial Mailbox
System Century Series
Model 830K-6 Black
3" white numbers
Brass knob

6 News paper holder is
optional



USPS APPROVED



**U.S. D.O.T.
APPROVED**

Note: USPS STD 7B Approved Mailboxes Are Required for all Residential Developments, per United States Postal Service