2024-0367

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO.

24-11-8

An ordinance approving and authorizing the execution of an Act of Dedication for River Place Estates Phase 2, Hahnville.

- WHEREAS, JCJR St. Charles, LLC is the owner and developer of property located in Sections 12 & 13, T13S R20E, Hahnville as indicated on a Final Plat prepared by Stephen P. Flynn, PLS dated August 26, 2024 entitled FINAL PLAN RIVER PLACE ESTATES PHASE 2; and,
- WHEREAS, said subdivision has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended; and,
- **WHEREAS**, all required approvals for the subdivision are complete and all required fees are paid.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Dedication by JCJR St. Charles, LLC for River Place Estates Phase 2, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the Final Plat and Act of Dedication on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:

MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,

O'DANIELS, FISHER, DEBRULER

NAYS:

NONE

ABSENT: NONE

And the ordinance was declared adopted this <u>18th</u> day of <u>November</u>, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: BC	h Fial	س	
	7. 107	1	
SECRETARY:	11chelle >	Liportato	
DLVD/PARISH PRESI	DENT: Nove	mber 19, 2	2024
APPROVED :	DISAPPRO	VED:	
	m	-1	00
PARISH PRESIDENT	1 late	fere	324
RETD/SECRETARY: _	November	21,2	024
AT: 2:300M REC	D BY:		_

RECORDED IN THE ST. CHARLES PARISH CLERK OF COURT OFFICE

ON 11-719-74

AS INSTRUMENT NO. 405457

IN MORTGAGE/CONVEYANCE/OATH BOOK

ACT OF DEDICATION

UNITED STATES OF AMERICA

BY:

JCJR ST. CHARLES, LLC

STATE OF LOUISIANA

TO:

PARISH OF ST. CHARLES

PARISH OF ST. CHARLES

BE IT KNOWN, that on this <u>25th</u> day of <u>November</u>, in the year of Our Lord two thousand and twenty-four (2024),

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

JCJR ST. CHARLES, LLC, a Louisiana limited liability company appearing herein by and through Joel T. Chaisson II, duly authorized as evidenced by the Certificate of Authority dated 10/30/24, which is attached hereto and which is issued in accordance with the Articles of Organization which are on file with the Louisiana Secretary of State.

Who after being duly sworn, declared unto me, Notary, that it is the owner of a certain tract of real property situated on the West Bank of St. Charles Parish, which lands are designated as RIVER PLACE ESTATES PHASE 2, described as follows:

Stonecrest Drive, Jake Drive & Lorelei Drive

JCJR ST. CHARLES, LLC, further declared unto me that it has caused that portion of the above property designated as RIVER PLACE ESTATES PHASE 2 on the survey by Stephen P. Flynn, PLS, dated August 26, 2024, to be laid out in lots on the plan of survey and/or resubdivision referred to above, a copy of which is attached and made a part hereof; and

JCJR ST. CHARLES, LLC, further declared unto me, Notary, that on the aforesaid plan of resubdivision it has laid out certain streets within RIVER PLACE ESTATES PHASE 2 which are named and identified in accordance with the annexed plan of Stephen P. Flynn, PLS, dated August 26, 2024, as Jake Drive, Lorelei Drive, and Stonecrest Drive, and within which said streets the water, sewer, drainage and street light infrastructure lies and all of which improvements are herein dedicated to St. Charles Parish. Also by this Act, JCJR ST. CHARLES, LLC, does hereby

create the streets identified below as being a part of RIVER PLACE ESTATES

PHASE 2, the description of which streets are as follows, to-wit:

Commence at a point being the northeast corner of Lot 42, River Place Estates Phase 1 at the west right of way of LA Highway 18.

Thence proceed in a southwesterly direction along the south right of way of River Place Drive

a bearing of S61°25'56"W a distance of 1078.84' to a point;

The Point of Beginning

Thence proceed in a southwesterly direction along the north right of way of Lorelei Drive a bearing of S61°25'56"W a distance of 50.00' to a point;

Thence proceed in a southeasterly direction along the west right of way of Lorelei Drive being the east line of Lot 31A, River Place Estates Phase 1 a bearing of S28°34'04"E a distance of 115.82' to a point;

Thence proceed in a southeasterly direction along the west right of way of Lorelei Drive being the east line of Lot 43, River Place Estates Phase 2 a bearing of S29°10'08"E a distance of 115.47' to a point;

Thence proceed in a southwesterly direction along the north right of way of Jake Drive being the south line of Lots 43, 44, 45, 46, 47, 48, 49, 50 & 51 River Place Estates Phase 2

a bearing of S61°01'15"W a distance of 924.96' to a point;

Thence proceed in a northwesterly direction along the east right of way of Stonecrest Drive being the west line of Lot 51, River Place Estates Phase 2 a bearing of N29°10'44"W a distance of 118.54' to a point;

Thence proceed in a southwesterly direction along the north right of way of Stonecrest Drive a bearing of S60°49'16"W a distance of 50.00' to a point;

Thence proceed in a southeasterly direction along the west right of way of Stonecrest Drive being the east line of Lots 52 & 53, River Place Estates Phase 2 a bearing of S29°10'44"E a distance of 287.06' to a point;

Thence proceed in a northeasterly direction along the south right of way of Stonecrest Drive being the north line of a 30' Strip a bearing of N60°49'52"E a distance of 50.00' to a point;

Thence proceed in a northwesterly direction along the east right of way of Stonecrest Drive being the west line of Lot 54, River Place Estates Phase 2 a bearing of N29°10'44"W a distance of 118.54' to a point;

Thence proceed in a northeasterly direction along the south right of way of Jake Drive being the north line of Lots 54, 55, 56, 57, 58, 59, 60, 61, 62 & 63, River Place Estates Phase 2

a bearing of N61°01'15"E a distance of 974.96' to a point;

Thence proceed in a northwesterly direction along the east right of way of Lorelei Drive being the west line of Lot 19-A-1 a bearing of N29°10'08"W a distance of 165.31' to a point;

Thence proceed in a northwesterly direction along the east right of way of Lorelei Drive being the west line of Lot 33A, River Place Estates Phase 1 a bearing of N28°34'04"W a distance of 115.63' to a point;

The Point of Beginning

The said appearer further declared unto me, Notary, that under the covenants, conditions, and stipulations hereinafter recited it does, by these presents, dedicate in fee simple title to St. Charles Parish, the said Jake Drive, Lorelei Drive and Stonecrest Drive and within which streets the water, sewer, drainage and street light infrastructure lies and all of which improvements, as hereinabove described and, all as shown on the annexed plan by Stephen P. Flynn, PLS, dated August 26, 2024, to the public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles, and to the public in general.

The said appear further declared unto me, Notary, that the aforesaid dedication and grant of servitude are subject to all of the following terms and conditions, to-wit:

- 1. The dedication of the fee ownership of the property covered by the streets identified hereinabove as Jake Drive, Lorelei Drive and Stonecrest Drive, only as far as said streets are located within the River Place Estates Phase 2.
- 2. The appearer does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the aforesaid dedication of Jake Drive, Lorelei Drive and Stonecrest Drive, and the utility and drainage servitudes granted herein. In that connection the appearer does however agree to prohibit the use of any part of the surface of any of the property covered by Jake Drive, Lorelei Drive and Stonecrest Drive and the servitudes granted herein with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with the appearer's plan and intention to impose a restriction on the entire subdivision again any use of the surface of any lot for the exploration, development or production of minerals.
- 3. The herein dedication of the streets and grant of servitudes for utility and drainage purposes are made by the appearer without any warranty whatsoever, except as provided herein.
- 4. Appearer warrants that all servitudes and streets have been placed within the servitudes granted herein.
- 5. The Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with or detrimental to such use as public streets. The parish must further bind and obligate itself to use the utility and drainage servitudes granted herein only for utility and drainage purposes.
- 6. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein, and maintaining the

various utility and drainage facilities within the various utility and drainage servitude areas.

- 7. The granted herein of various servitudes for utility and drainage purposes is not exclusive and the appearer reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The aforesaid grants of servitude for utility and drainage purposes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the streets dedicated herein to any of the lots in the River Place Estates Phase 2.
- 8. The dedication and grant made herein are made subject to any existing servitudes affecting the River Place Estates Phase 2 such as by way of illustration but not limitation, pipeline servitudes and levees.
- 9. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
- 10. Appearer warrants that the herein dedication of the streets and grant of servitudes are free of any liens and/or encumbrances and that no lots in River Place Estates Phase 2 have been sold or alienated prior to the date hereof.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing through Matthew Jewell, Parish President, duly authorized by virtue of Ordinance of said Parish adopted on Nov. 18 2024 a certified copy of which is annexed hereto and made a part hereof;

and said St. Charles parish does hereby accept, approve and ratify there herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of the streets in said subdivision dedicated herein has been satisfactorily completed in accordance with all requirements, and that all utility and drainage facilities in River Place Estates Phase 2 have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept the said streets and utility and drainage facilities and assumes the maintenance thereof.

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

WITNESSES:

Katie Hicks

Notary Public

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

WITNESSES:

ST. CHARLES PARISH

JCJRIST. CHARLES, LLC

MATTHEW JEWELL PARISH PRESIDENT

Notary Public

COREY M. OUBRE
NOTARY PUBLIC
LSBA NO. 28709
LA NOTARY NO. 77473
St. Charles Parish, Louisiana
My Commission is issued for Life

CERTIFICATE OF AUTHORITY FOR JCJR ST. CHARLES, LLC

The undersigned, being the Manager and Sole Member of JCJR ST. CHARLES, LLC, (the "Company") and acting in such capacity, hereby certifies that:

JOEL T. CHAISSON II, is hereby appointed as the Agent for JCJR ST. CHARLES, LLC, and is authorized and empowered for and on behalf of this company to sign and execute any and all documents, notarial acts or other instruments regarding River Place Estates Phase 2 for JCJR ST. CHARLES, LLC, located in Hahnville, Louisiana, as he deems fit and proper.

BE IT FURTHER RESOLVED that the said Joel T. Chaisson II is hereby authorized to sign and execute on behalf of this company any and all documents, notarial acts, or other instruments in order to carry out the purpose of this Certificate of Authority; to do any and all other things as he, in his sole discretion, deems fit or proper to carry out this Certificate of Authority.

JCJR S1√. CHARLES, LLC

By: JOEL T. ĆHAISSON II

Manager and Sole Member

CERTIFICATE

The undersigned duly designated Certifying official does hereby certify that Joel T. Chaisson II is the Manager and Sole Member of JCJR ST. CHARLES, LLC, and that the foregoing Certificate of Authority has been duly adopted and approved by the Company.

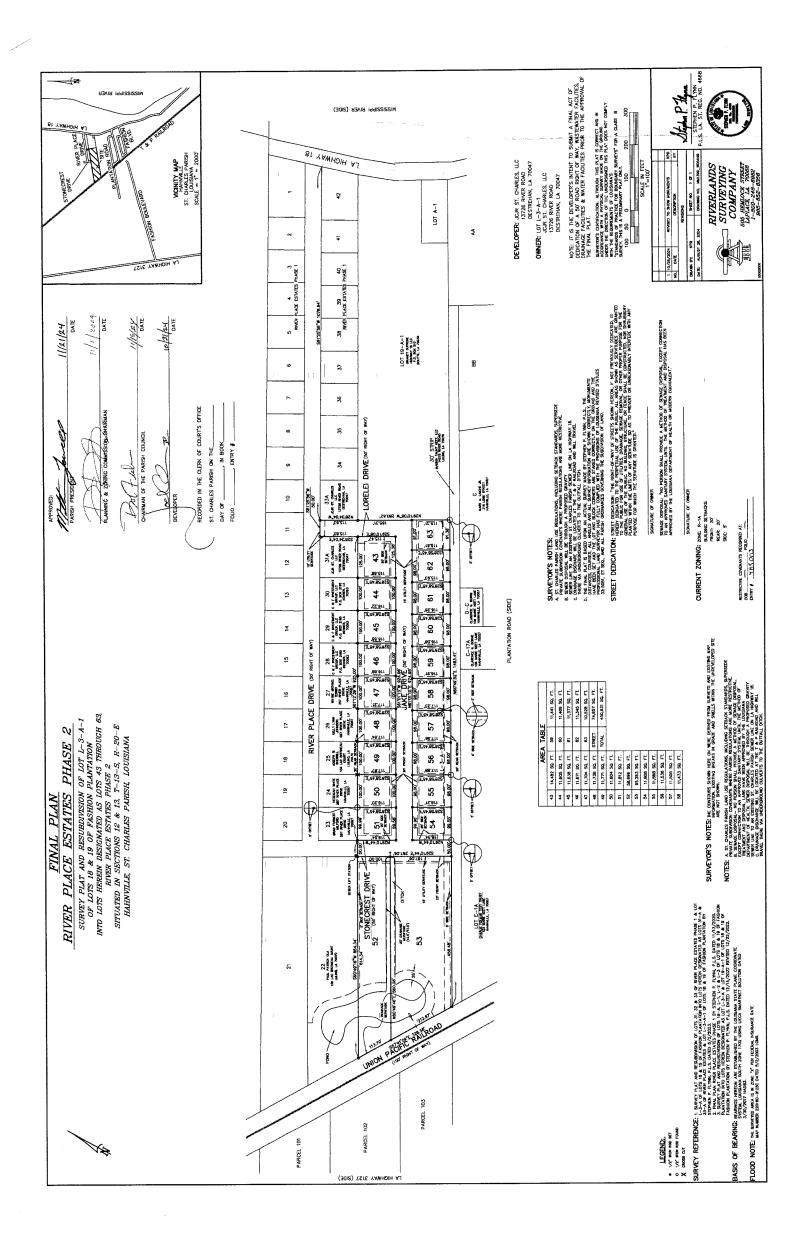
JCJR ST. CHARLES, LLC

By: JOEL T. CHAISSON II

Certifying Official

ate:

10/30/2024





St. Charles Parish

PUBLIC WORKS

MEMORANDUM

DATE:

October 28, 2024

TO:

Mr. Chris Welker, AICP

Senior Planner, Department of Planning and Zoning

FROM:

Miles B. Bingham, PE 9

Director of Public Works

RE:

River Place Phase II

Final Acceptance (DPW)

The Department of Public Works (DPW) has reviewed the installed drainage facilities, confirms conformance with the approved plans, and grants final acceptance for the subdivision.

Should you have any questions, please do not hesitate to call Ms. Andre Ford, PE, or myself at (985) 783-5100.

MBB/arf

CC:

Mr. Michael Albert, AICP, Director of Planning and Zoning Mr. Lawrence "Lee" Zeringue, PE, Senior Parish Engineer



St. Charles Parish

WASTEWATER

MEMORANDUM

DATE:

October 23, 2024

TO:

Mr. Chris Welker, AICP

Senior Planner, Department of Planning and Zoning

FROM:

David deGeneres \(\subset \tau \d

Director of Wastewater

RE:

River Place Phase II

Final Acceptance (DWW)

The Department of Wastewater (DWW) has reviewed the installed sanitary sewer facilities, confirms conformance with the approved plans, and grants final acceptance for the subdivision.

Should you have any questions, please do not hesitate to call Ms. Andre Ford, PE, or myself at (985) 783-5100.

DD/arf

CC:

Mr. Michael Albert, AICP, Director of Planning and Zoning Mr. Lawrence "Lee" Zeringue, PE, Senior Parish Engineer



DIRECTOR

St. Charles Parish

WATERWORKS

October 29, 2024

Mr. Michael Albert Director, Planning and Zoning St. Charles Parish P.O. Box 302 Hahnville, LA 70057

Re: River Place Estates Phase II

Waterline Installations

Dear Mr. Albert:

The water main installations as shown on River Place Estates Phase II Subdivision plans, dated August 13, 2023, by Roy M. Carubba, P.E. have been installed. The completed installation has passed the required Pressure/Leakage and Bacteriological tests.

Final approval is hereby granted.

The owner is responsible for the maintenance of this water system for a period of one year after acceptance by the St. Charles Parish Council.

If there are any questions regarding this matter, please do not hesitate to call.

Sincerely

Greg Górden

Cc:

Mr. Chris Welker Ms. Marny Stein

Mr. Roy M. Carubba, P.E. - Carubba Engineering

GG:rcj

Chris Welker

From:

John Gutierrez

Sent:

Wednesday, October 30, 2024 9:30 AM

To:

Joey Murray; Joel Chaisson II

Cc:

Miles Bingham; Chris Welker; Michael Albert; Andre Ford

Subject:

River Place Phase 2 MS4

Follow Up Flag:

Follow up

Flag Status:

Flagged

MS4 approval for transfer of River Place Phase 2 only is accepted without further comment. This approval does not extend to Phase 3 and construction cannot proceed on Phase 3 without further MS4 documentation approval.

John Gutierrez, Jr.
MS4 Coordinator
St. Charles Parish Dept. of Public Works

office: (985) 331-4478 cell: (985) 228-3901

JCJR ST. CHARLES, LLC

13726 River Road, Suite 200 Destrehan, LA 70047 (985) 764-9911

September 24, 2024

Mr. Miles Bingham Director, Public Works/Wastewater 100 River Oaks Drive Destrehan, LA 70047

Re:

River Place Subdivision, Phase II

Hahnville, Louisiana

Dear Mr. Bingham,

This letter serves as an agreement to provide repair/replacement for bona fide deficiencies in the work product in the construction of the street and other improvements for the River Place Subdivision, Phase II for a period of eighteen (18) months from the date of acceptance by the Parish Council.

The items covered includes the street, water line, sewer lift station, sewer collection line, sewer force main and storm drainage.

Any work product deficiencies will be covered by the installation contractor for the project who is Byron E. Talbot General Contractors in accordance with Louisiana Law. As evidenced by the irrevocable Letter of Credit provided on behalf of the developer, we further guaranty this maintenance work, if needed, will be covered thereby.

Thank you for your assistance and cooperation in this matter.

Sincerely,

Joel T. Chaisson II Managing Member





October 30, 2024

St. Charles Parish
Department of Public Works
P. O. Box 301
Hahnville, LA 70057

Letter of Credit No. 147

Re: Irrevocable Letter of Credit No. 147

River Place Estates Subdivision, Phase 2

JCJR St. Charles, LLC 13726 River Road, Suite 200 Destrehan, LA 70047

We hereby irrevocably authorize you to draw on First National Bank USA, Boutte, Louisiana, not exceeding the aggregate of One Hundred Twelve Thousand Two Hundred Sixty-Six and 05/100 (\$112,266.05) Dollars, available by your draft(s), for account of JCJR St. Charles, LLC.

Draft(s) must be presented at our office in Boutte on or prior to 18 months from the date of acceptance of the Act of Dedication and must bear upon the face, the clause "Drawn under First National Bank USA, Boutte, Louisiana, Letter of Credit No. 147, dated October 30, 2024. Draft(s) must be accompanied by this original Letter of Credit and the following document(s):

Statement purportedly signed by the authorized representative of St. Charles Parish, Department of Public Works, reading: "We hereby certify that the amount drawn hereunder is due by JCJR St. Charles, LLC, in conjunction with Maintenance Agreement for River Place Estates Subdivision, Phase 2 and shown more fully on a survey prepared by Stephen Flynn, PLS, dated August 26, 2024, creating the River Place Estates Subdivision, Phase 2.

We hereby agree with you that draft(s) under and in compliance with the terms of this Letter of Credit will be duly honored on delivery of documents, as specified, if presented on or before the date mentioned above at the main office of First National Bank USA, 13386 Hwy. 90, Boutte, Louisiana 70039.

This Letter of Credit is subject to the "Uniforms Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Brochure No. 400."

Sincerely,

FIRST NATIONAL BANK USA

By: Brandt J. Dufrene President

POST OFFICE BOX 508 · 13386 HIGHWAY 90 · BOUTTE, LOUISIANA 70039 (985) 785·8411 FAX: (985) 785·3913 WWW.FNBUSA.COM NMLS #494765

River Place Estates Subdivision, Phase II Hahnville, Louisiana

To comply with the infrastructure requirements of the Governmental Accounting Standards Board (GASB) statement number 34, the following provides to the Department of Public Works, including the actual cost or fair market value of each item dedicated, on the street(s) within the subdivision. The cost contained herein is based on the actual contract between contractor and owner.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	MOBILIZATION	1.00	LS	\$ 25,000.00	\$ 25,000.00
2	CLEARING	1.00	LS	\$ 14,000.00	\$ 14,000.00
3	CONSTRUCTION LAYOUT	1.00	LS	\$ 7,500.00	\$ 7,500.00
4	EROSION CONTROL	1.00	LS	\$ 15,500.00	\$ 15,500.00
5	ROADWAY EXCAVATION 32"	4100.00	CYNS	\$ 3.50	\$ 14,350.00
6	POND EXCAVATION	6550.00	CYNS	\$ 5.00	\$ 32,750.00
7	LINEAR GRADING	15.00	STA	\$ 800.00	\$ 12,000.00
8	GRADING LOTS	7.10	ACRE	\$ 4,300.00	\$ 30,530.00
9	7" PCC PAVT	4567.00	SQYD	\$ 75.25	\$ 343,666.75
10	24" SUB BASE COURSE (SAND)	4900.00	SQYD	\$ 12.50	\$ 61,250.00
11	12" MOUNTABLE CURB	2984.00	LF	\$ 11.00	\$ 32,824.00
12	18" PVC	44.00	LF	\$ 30.00	\$ 1,320.00
13	18" RCP	92.00	LF	\$ 62.00	\$ 5,704.00
14	36" X 23" RCPA	697.00	LF	\$ 144.25	\$ 100,542.25
15	44" X 27" RCPA	387.00	LF	\$ 188.00	\$ 72,756.00
16	DRAINAGE INLET (SMALL)	4.00	EACH	\$ 3,700.00	\$ 14,800.00
17	DRAINAGE INLET (LARGE)	5.00	EACH	\$ 6,750.00	\$ 33,750.00
18	WEIR STRUCTURE	1.00	EACH	\$ 10,000.00	\$ 10,000.00
19	18" PVC WATERLINE	1363.00	LF	\$ 42.50	\$ 57,927.50
20	BORE 8" PVC WATERLINE	50.00	LF	\$ 125.00	\$ 6,250.00
21	FIRE HYDRANT COMPLETE	3.00	EACH	\$ 7,750.00	\$ 23,250.00
22	8" VALVE	2.00	EACH	\$ 3,500.00	\$ 7,000.00
23	WATERLINE HOT TAP	1.00	EACH	\$ 7,000.00	\$ 7,000.00
24	CONDUIT	300.00	LF	\$ 18.00	\$ 5,400.00
25	8" PVC GRAVITY SEWER	1192.00	LF	\$ 70.00	\$ 83,440.00
26	SEWER MANHOLES	5.00	EACH	\$ 3,200.00	\$ 16,000.00
27	SEWER SERVICES	11.00	EACH	\$ 1,900.00	\$ 20,900.00
28	LIFE STATION TIE IN	1.00	EACH	\$ 3,000.00	\$ 3,000.00
29	STREET LIGHTS	7.00	EACH	\$ 9,000.00	\$ 63,000.00
30	SIGN	1.00	LS	\$ 850.00	\$ 850.00

Total \$ 1,122,260.50

JCJR ST. CHARLES, LLC

13726 River Road, Suite 200 Destrehan, LA 70047 (985) 764-9911

September 25, 2024

Re: River Place Estates Subdivision Phase 2 Dedication

This is to certify that the sewer connection fee for River Place Estates Subdivision has been paid in full on September 24, 2024, by check number 1150 in the sum of \$21,000.

JOEL TI CHAISSON II



St. Charles Parish

DEPARTMENT OF PLANNING AND ZONING

MEMORANDUM

To:

Grant Dussom

Chief Financial Officer

From: Chris Welker

Senior Planner Cour

Date: October 31, 2024

RE:

River Place Estates, Phase II

Administrative & Development Fees

Enclosed please find the fee payment for the above referenced subdivision, detailed as follows:

Fee Type	Amount
Administrative	\$232.97
Streetlight Standard Deposit	\$3,150
Sewer Development Connection	\$21,000
Warranty Inspection	\$1,000
Testing & Inspection	\$5,297.50
Recreation	\$18,808
Total	\$49,488.47

Also enclosed is a copy of the actual cost or fair market values provided to the Department of Public Works for drainage, streets, wastewater, water, and streetlights in the subdivision (GASB 34 data).



St. Charles Parish Contract Monitoring

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047 (985) 331-8604 • FAX (985) 784-7834

MEMORANDUM

To: Chris Welker, Senior Planner

From: Justin Tassin, Contract Administrator

Date: November 1, 2024

Subject: Lighting Layout Approval: River Place Estates Phase 2

The streetlights for River Place Estates Phase 2 have been installed, inspected, and comply with the submitted lighting layout plans. The required developer deposit due to Planning and Zoning for 7 streetlights at \$450 per light is \$3,150 IAW St. Charles Parish, Louisiana – Code of Ordinances / APPENDIX C - ST. CHARLES PARISH SUBDIVISION REGULATIONS OF 1981 / IV. – Design standards.

Justin Tassin

Contract Administrator St. Charles Parish

985-331-4490

jtassin@stcharlesgov.net



St. Charles Parish Clerk of Court P.O. Box 424 Hahnville, LA 70057

Phone (985) 783-6632

Lance Marino
Clerk of Court
Parish of St. Charles

Instrument Number: 485003

Book/Index: COB

Document Type: RESTRICTIONS

Recording Date: 10/31/2024 1:32 PM CDT

Grantor 1: RIVER PLACE ESTATES SUBDIVISION PHASE 2

Grantee 1:

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND SHOULD BE RETAINED WITH ANY COPIES.

THE ATTACHED DOCUMENT IS A **CERTIFIED TRUE AND CORRECT COPY** THAT WAS RECORDED ON THE DATE AND TIME LISTED ABOVE AND CERTIFIED ON THE SAME.

Brianna Gros Brianna Gros, Deputy Clerk RESTRICTIVE COVENANTS
RIVER PLACE ESTATES (PHASE 2)
PARISH OF ST. CHARLES
STATE OF LOUISIANA

BE IT KNOWN, that on this 315 day of October, in the year of our Lord Two Thousand Twenty-Four (2024);

BEFORE ME, John M. Chaisson, a Notary Public, duly commissioned and qualified in and for the Parish of St. Charles, State of Louisiana, in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

JCJR St. Charles, LLC, a limited liability company, duly authorized to transact business in the state of Louisiana, whose address is 13726 River Road, Suite 200, Destrehan, LA 70047; represented herein by its Managing Member, Joel T Chaisson II, and Architectural Control Committee created herein,

who declared that it is the owner of the hereinafter described property, to-wit:

Resubdivision of Lot L-3-A-1 of Lots 18 and 19 of Fashion Plantation into lots herein designated as Lot 43 through 63, River Place Estates Subdivision Phase 2, situated in Sections 12 & 13, T-13-S, R-20-E Hahnville, St. Charles Parish, Louisiana.

And the said persons do by these presents hereby create and impose on said property, the following restrictions to wit:

- 1.) LAND USE AND BUILDING TYPE: No lot shall be used except for single family residential purposes and these covenants specifically prohibit any use of private homes, such as by professional men for the operation of dentists' offices, doctor's offices, nurseries, clinics, law offices, or any other business activity. No home occupation permit shall be allowed. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and all buildings must have a private garage for not less than two (2) nor more than four (4) cars. Accessory buildings, such as carports, utility sheds, storage sheds, and green houses, etc., must be of substantially the same construction as that of the main dwelling and must be approved by the Architectural Control Committee.
- 2.) DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted at a cost of less than \$220,000.00, excluding cost of the lot, based upon cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to ensure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of attics, open porches and garages, shall not be less than 2,200 square feet for a one story dwelling, nor less than 1,600 square feet for the ground floor of a dwelling of more than one story; in no event, however, shall the combined square footage of a dwelling of more than one story be less than 2,200 square feet, exclusive of attics, open porches and garages.

Detached buildings will be allowed for storage sheds, tool sheds, garages, pool houses, and carports. Any such structures shall be the same architectural style of construction as the main dwelling.

The living space of the first floor must be constructed with minimum interior ceiling height of nine (9) feet or greater for 90% of the square footage of living. This includes all air-conditioned spaces.

3.) BUILDING LOCATION: No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line. No home shall be located nearer than seven and one half (7.5) feet to an interior lot line. No home shall be located nearer than twenty (20) feet from the rear lot line. For the purposes of this covenant eaves and steps shall not be considered as part of a building, provided, however that this

shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Carports, utility rooms and open porches shall be considered part of the building for purposes of this covenant. Detached accessory buildings will be allowed except that no accessory building shall be nearer than seven and one half (7.5) feet to an interior lot line and no detached accessory building shall be nearer than ten (10) feet from the rear lot line and must be located in the rear one-half (1/2) of any lot. In the event that the rear lot lines of Lots 54 through 63 get extended by the incorporation of an additional thirty (30') feet in depth being added to those lots from adjacent property currently owned by JCJR St. Charles, LLC, then these Covenants insofar as rear lot lines shall be applicable only to the subsequently created rear lot line; additionally, in that instance, the additional thirty (30') feet added shall be subject to the following restriction: "The rear ten (10') feet of said thirty (30') feet addition to said lots shall not be filled with any additional fill material and shall be maintained at the same elevation as properties adjacent to the rear lot line."

All building set backs are subject to St. Charles Parish Planning and Zoning Ordinances, therefore the Owner/Contractor is responsible for complying with Parish requirements.

No residence shall be built on less than one (1) lot as shown on the map of RIVER PLACE ESTATES, PHASE 2, however, that when any purchaser wishes to buy more than one site in order to erect a larger permitted residential building, this may be done provided that said lots or fractional lots are treated as one and the restrictions applying to a single lot are adhered to and no re-subdivision of lots shall be done which would leave remaining a lot of an area or width below the average standard, as indicated on the aforementioned map of RIVER PLACE ESTATES, PHASE 2, and there is no violation of paragraph No. 4 following hereafter.

Bay or dormer and other projecting windows, or other structural parts shall not project beyond the front and side building lines. Cornices, spouting, chimneys, brackets, pilasters, grill work, trellises, and other similar projections and any projections for purely ornamental purposes may project beyond the front and side building lines, however, not exceeding two (2') feet. No exposed metal chimney flues allowed. The Architectural Control Committee may approve fire places not in conformity with this covenant.

Sidewalks are required on frontages of all lots including corner lots. The sidewalk must be four (4) feet wide and must be located one (1) foot from the property line within the street right of way. It is the responsibility of the lot owner to assure that the sidewalk matches the elevation of any existing sidewalk to which it connects. All sidewalks shall comply with St. Charles Parish restrictions.

All driveways shall have a minimum width of sixteen (16) feet and a maximum of width of twenty-four (24) feet. Driveways located on corner lots may have a maximum width of thirty (30) feet provided the driveway does not encroach past the front of the residence. (The "front of the residence" being defined as the area of the lot between the street and a line drawn parallel to the front of the home to the side boundary of the lot). All driveways must have a minimum of two (2) feet from the side property line. The Architectural Control Committee may approve driveways not in conformity with this covenant.

4.) DESIGN GUIDELINES: No homes with identical or nearly identical front elevations may be built on any street. The use of vinyl siding or vinyl shutters is not allowed. Vinyl is allowed only for soffit and porch ceilings. Bright colors are not allowed except as accents and in small amounts.

The minimum roof pitch for the main roof structure of any residence shall have a vertical rise of at least seven (7) inches for every twelve (12) horizontal inches unless otherwise approved by the Architectural Control Committee.

- 5.) LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having an area of less than the number of square feet originally existing in that lot upon initial re-subdivision.
- 6.) VEHICLES: No trucks, trailers, automobiles, or other commercial vehicles bearing advertisements are to be stored or parked on residential property or on streets, except when making deliveries. Passenger vehicles owned by a resident, shall be stored on the residence ground and not on the street. No campers, recreational vehicles, or boats shall be parked between the street and the front of any residence (the "front of the residence" being defined as the area of the lot between the street and a line drawn parallel to the front of the home to the side boundary of the lot).
- 7.) NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 8.) TEMPORARY STRUCTURES: No. structure of a temporary character, trailer, basement, tent, shack, tool shed, barn or other building shall be used on any lot at any time.

- 9.) SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period; size not to exceed 4 feet by 3 feet.
- 10.) OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 11.) LIVESTOCKAND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes. Dogs, cats, and other pets may be kept provided that they are not kept, bred, or maintained in a manner that would constitute an annoyance or nuisance to the neighborhood
- 12.) GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 13.) WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards arid recommendations of the appropriate parish or municipal authorities. Approval of such system as installed shall be obtained from such authority.
- 14.) SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed and equipped in accordance with the requirements, standards and recommendations of appropriate parish or municipal authorities. Approval of such system as installed shall be obtained from such authority.
- 15.) TERM: These covenants are to run with the land and shall be binding on all parties and all persons, claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of 75% of the total land affected by the restrictions has been recorded, agreeing to change said covenants in whole or in part; furthermore, any proposed change in said covenants shall become effective without the concurrence of not less than 75% of the then owners of Lots, after said owners are provided 30 days written notice. These covenants cannot be modified or amended prior to the aforementioned 25 years unless an instrument signed by the then owners of 90% of the total land affected by these restrictions has been recorded, agreeing to modify or amend said covenants in whole or in part; furthermore, any proposed change in said covenants shall become affective without the concurrence of not less than 90% of the then owners, after said owners are provided 30 days written notice. The owners of Lots 54-63 shall independently of other lot owners in Phase 2 be able to change the provisions of Paragraph 3 only insofar as the restrictions regarding the additional thirty (30') feet apply to those particular lots, subject to the same terms and conditions as set forth above regarding the necessary percentage of owners.
- 16.) ENFORCEMENT: Enforcement 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. The subscribers hereto expressly recognize that the restrictions herein created are for the benefit of the land herein described. Each owner of record of each lot in RIVER PLACE ESTATES, PHASE 2, shall have standing to bring action to enforce these covenants, it being expressly understood and agreed that each shall have the power and right to enforce or take any other action as described above in this covenant on enforcement.
- 17.) ARCHITECTURAL CONTROL COMMITTEE: All plans for residences to be built on the herein described property must be first submitted for review to each member of Architectural Control Committee of RIVER PLACE ESTATES, PHASE 2, for approval prior to the beginning of construction. Any alterations, additions, or subsequent construction shall also be submitted for review and approval.

The set of plans submitted will be retained by the Architectural Control Committee. The Architectural Control Committee shall be comprised of Michael Tabb, Rebecca Sherrill, and Joel Chaisson II. Members of said Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to each of its members or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant as to approval of the Architectural Control Committee shall be deemed to have been fully complied with.

- 18.) SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which still remain in full force and effect.
- 19.) SWIMMING POOLS: Swimming pools and auxiliary structures, (i.e. cabanas, etc.), if and when erected, are to be approved by the Architectural Control Committee, be of substantial and neat construction, and will only be permitted provided they are entirely surrounded by a fence not less than 72 inches in height and shall conform to all fence requirements contained herein. No part of the completed installation shall be built closer than ten. (10') feet to either side of property line, closer than forty (40') feet to the front property line, or closer than ten (10') feet to the rear property line. The finished topside or surface deck, shall not be constructed higher than two (2') feet above the established site grade of the residence. Equipment such as diving boards, etc., shall not be higher than the surrounding fence.
- 20.) FENCES: Side and rear fences, when erected between the rear property line and rear building line and rear yard fences, shall be of neat and substantial construction, but a front yard fence may be constructed of ornamental iron or any other material which will enhance the aesthetics of the neighborhood. Front yard fences must not limit visibility across the front of the lot. The Architectural Control Committee may approve fences not in conformity with this covenant.
- 21.) ELECTRIC POWER: All electric power services shall be placed underground from the property line to the building.
- 22.) SITE GRADE, SLAB ELEVATIONS and RELATED MATTERS: A) All lots shall be filled and graded to require run off to the subsurface drainage provided in the street Right-Of Way, or any swales/ditches located at the side or rear of these lots. No lot shall be graded so as to drain onto an adjoining lot or property.

The Base Flood Elevation (B.F.E.) of the floor of the homes shall conform to St. Charles Parish Planning & Zoning requirements.

Plans showing locations and details of all site grades, and floor elevations shall be submitted first for approval to the Architectural Control Committee before any buildings are erected.

The Owner shall furnish a survey to the Architectural Control Committee indicating compliance with the criteria of this article prior to occupancy.

- 23.) CONSTRUCTION: Streets and right-of-ways are dedicated to St. Charles Parish for public and property owners use; therefore, are not to be used for storage of construction materials or construction/site debris. Such material and debris are to be stored on the property owner's lot.
 - The owner or his contractor is to build dams or silt fencing at the curb to prevent silt and fill from the building site to spill onto the street and into the subsurface drainage system.
- 24.) LANDSCAPE DESIGN: A minimum of two (2) 2" caliper trees must be planted in each front yard. All front yards should include shrubs that cover at least (80%) of the width of the residence. The required landscaping must be planted no later than sixty (60) days after the home is substantially completed.

THUS DONE AND PASSED, in duplicate originals, in my office in Destrehan, Louisiana, on the day, month, and year hereinabove first written, in the presence of the undersigned competent witnesses who hereunto sign their names with the said appears and me, Notary, after due reading of the whole.

WITNESSES:

By: Joel T. Chaisson II
Managing Member / Owner

Belinda Polk Belinda Polk

NOTARY PUBLIC



St. Charles Parish

DEPARTMENT OF PLANNING AND ZONING

MEMORANDUM

Michelle Impastato

Council Secretary

From: Michael J. Albert, AICP

Director, Planning and Zoning

Date: November 1, 2024

RE:

Final Plat Approval and Acceptance of Improvements

River Place Estates Phase 2

Please prepare the Final Plat and Act of Dedication for River Place Estates Phase 2 for the Parish Council's consideration with the enclosed copies of required documents detailed below.

- Ordinance
- Letter requesting final plat approval
- Act of Dedication (three originals signed by the developer w/certificates of authority)
- Final Plat (five originals signed by Planning Commission Chair & Developer)
- Approval letters from the following departments:
 - o Public Works
 - o Wastewater
 - o Waterworks
 - o Contract Monitor
 - o MS4
- Maintenance Agreement
- Letter of Irrevocable Credit (one original)
- GASB 34
- Certification statement re: sewer development connection fee payment
- Documentation that all fees have been paid
- Private Covenants as recorded in the records of the St. Charles Parish Clerk of Courts

The above referenced documents will also be forwarded by email.

Please contact Chris Welker in the Department of Planning and Zoning if you need additional documentation.

JCJR ST. CHARLES, LLC

13726 River Road, Suite 200 Destrehan, LA 70047 (985) 764-9911

September 24, 2024

Hand Delivery

Mr. Michael Albert St. Charles Parish Planning and Zoning Director 14996 River Road Hahnville, LA 70057

Re: River Place Estates Subdivision, Phase 2, Dedication

Dear Mr. Albert:

Please let this correspondence serve as my request for Final Plat approval and notification and certification that all work has been substantially completed for the subject subdivision, River Place Estates Phase 2. Please request that the required inspections be performed and have the appropriate departments advise of any punch list items required to be completed. I would ask that Murray Architects be notified of all inspections so that they can attend and answer questions.

Pursuant to your Final Plat Approval Checklist, enclosed are checks for the following fees:

1)	Sewer Development Connection Fee	\$ 21,000.00
2)	Street Light Deposit	\$ 3,150.00
3)	Recreation Obligation	\$ 18,808.00
4)	Administrative Fee	\$ 232.97
5)	Warranty Inspection Fee	\$ 1,000.00

Please advise if any other fees are due.

Also enclosed are the following items:

- 1) Act of Dedication Draft (for review by Legal)
- 2) Copy of Restrictive Covenants
- 3) Maintenance Agreement
- 4) Certificate of Authority

I understand that Joey and/or Michael have gotten (or will soon get) the following items to your office:

- 1) One mylar reproducible, five original copies, and computer disk record of the following:
 - a. Preliminary Plat (waiting on Department approval for Final)
 - b. Sanitary sewerage system;
 - c. Water distribution system;
 - d. Storm drainage system;
 - e. Street lighting system;
 - f. Subdivision monument markers.
- 2) Digital copy of as-built drawings CCD
- 3) As-built construction drawings
- 4) GASB
- 5) Boundary Perimeter Traverse (waiting on Department approval for Final)

I will be forwarding you the irrevocable Letter of Credit similar to the ones used in prior subdivisions once it is reviewed by the legal department.

Should you have any questions or require any additional information or documentation, please call me at (504) 275-4033. Thank you.

Since ely,

Joel T. Chaisson II

JTCII/bmp Enclosures

cc: Correspondence w/out enclosures via email to: Matthew Jewell, Parish President