

STATE OF LOUISIANA

PARISH OF LAFAYETTE

SUPPLEMENTAL RESTRICTIVE  
COVENANTS OF LOTS 25 THROUGH 39  
COPPER MEADOWS SUBDIVISION, PHASE I

BE IT KNOWN, that on this 3<sup>rd</sup> day of March, 2005, before me, the undersigned Notary Public, duly commissioned and qualified as such, and in the presence of the undersigned competent witnesses, personally came and appeared:

J C YOUNGSVILLE DEVELOPMENT, L.L.C. a Louisiana limited liability company represented herein by one of its managing members Youngsville Development, Inc. pursuant to the authority contained in Article V of the Articles of Organization, the said Youngsville Development, Inc. appearing herein through John C. Broussard, its dully authorized President,

who, after being first duly sworn, declared that the Appearer is the owner of Lots 25 through 39 of Copper Meadows Subdivision, Phase I (the "Subdivision"), a subdivision of the Town of Youngsville, Louisiana.

Appearer further declared that in order to dispose of 25 through 39 of the Subdivision to the best advantage of, and to assure, all prospective purchasers that said property will be properly and uniformly developed and to make said property more desirable and attractive, it binds itself, its successors and assigns, not to sell said lots except under the following restrictions which shall affect the said lots and all future purchasers, whether set forth in any act of sale or not, until the 3<sup>rd</sup> day of March, 2025, at which time said covenants shall be automatically extended or successive periods of ten (10) years unless by vote of two-thirds (2/3rds) of the owners (one vote for each lot owned) of the lots at any time after that date, it is agreed to change the said covenants in whole or part:

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1. These restrictions are supplemental to, and in addition to, the Restrictive Covenants of Copper Meadows Subdivision, Phase I, recorded under Entry No. 2005-017109 of the records of Lafayette Parish, Louisiana, which Restrictive Covenants shall continue to bear against these lots.
2. Each of the owners of Lots 25 through 39 shall belong to the Copper Meadow Phase I Lake Homeowners Association, Inc. (the "Association") and shall be subject to the terms and provisions of the Articles of Incorporation and By Laws for the Association. The purpose for which the corporation is organized is to provide for the maintenance of the body of water labeled "Common Area an Drainage Servitude Private" ("lake") on the plat of survey of Copper Meadows Subdivision, Phase I, recorded under Entry No. 2005-00001719 of the records of Lafayette Parish, Louisiana, and to enforce these restrictive covenants, as amended.
3. Each member of the Association shall be subject to assessments by the Association for the purpose of necessary repair, maintenance and capital improvements of the lake and shoreline, and for necessary insurance, and for such other purposes as 75% of the members agree. The assessments may be enforced by the Association by all legal means including the filing of a lien against the lot if not paid which shall also be recoverable from the owner of the lot (at the time of assessment), together with twelve (12%) percent interest and reasonable attorney fees. The initial annual assessment per lot shall be set by the Board of Directors of the Association. This amount may be adjusted by the Board of Directors. However, any increase of 150%

or more will require a vote of 75% of the association. Any assessments for Capital improvements shall be approved by 75% of both classes of membership.

4. A ten (10') foot easement is hereby established in favor of the Association along the portion of each lot adjacent to the lake for purposes of repairs and maintenance of the lake and shoreline.
5. The Association shall have the obligation, right and authority to adopt rules and regulations to restrict and regulate the activities on the lake and the shoreline, including, but not limited to, the following matters:
  - a. Uses of, and access to, the lake by owners, their guests, and invitees.
  - b. Type of boats that can be used—including a prohibition against use of motorized boats.
  - c. The type of construction allowed on the shoreline and in the lake.
  - d. Drainage or dumping of anything into the lake, including surface water.
  - e. The type and location of plants or landscaping along the shoreline and the portion of the lot adjacent thereto including prohibitions against the use of water plants or hyacinths.
  - f. Construction and improvements from the rear of the residential structure to the lake.
  - g. Any changes to the shoreline.
  - h. Implementation of any surface drainage plan for the lots.
6. Unless a variance is granted by the Architectural Control Committee, at the time of construction of a residence on the lots in the Subdivision, the owner shall install, between the rear of the residence and the lake, either a wooden picket fence not exceeding four (4') feet in height or a wrought iron fence.
7. Should any person or persons violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning said lots to prosecute in law and/or in equity against person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing and/or to recover damages, including attorney fees, incurred for such violation.
8. Invalidation of any one of these covenants by Judgment or Court order shall in no way effect any of the other provisions, which shall remain in full force and effect.
9. Notwithstanding anything to the contrary contained herein, until all of the lots in the Subdivision are disposed of by Developer, these restrictions, including, but not limited to, front, side or rear line set-back requirements, may be amended unilaterally by an act executed by Developer without the written consent of any other owner or purchaser of said lot or lots provided, however, that no amendments may be enacted without the written consent of all owners where such amendments affect restrictions related to the manner in which these lots may be utilized (i.e. residential).

Thereafter, these restrictive covenants may be amended by a vote of two-thirds (2/3) of the members of the Association.

THUS DONE AND PASSED on the date first hereinabove written, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.