

STATE OF LOUISIANA

PARISH OF LAFAYETTE

RESTRICTIVE COVENANTS OF  
COPPER MEADOWS SUBDIVISION, PHASE III AND IV

BE IT KNOWN, that on this 29<sup>th</sup> day of June, 2007, 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 duly authorized President.

Who, after being first duly sworn, declared that by those acts recorded under Entry Nos, 2007-28506 and 2007-28507 of the records of Lafayette Parish, Louisiana, J C Youngsville Development, L.L.C. subdivided the property known as Copper Meadows Subdivision Phase III and Copper Meadows Subdivision Phase IV as shown by reference to the plat of survey prepared by Comeaux Engineering and Consulting attached hereto (herein referred to as “the subdivision”).

Appearer further declared that in order to dispose of the property situated in 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 or use any of the property situated in the Subdivision, except Lot 176, except under the following restrictions which are covenants to run with the land, and it does hereinafter impose said restrictions, and such amendments as may be made as provided for herein, which shall affect the said property and all future purchasers, whether set forth in any act of sale or not, until the 29<sup>th</sup> day of June, 2027, at which time said covenants shall be automatically extended for 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, it is agreed to change the said covenants in whole or part. They are as follows:

1. The use of the lots in the subdivision shall be restricted exclusively for residential purposes. Nothing herein contained shall restrict the construction of a building for rental purposes, provided, however, that the sole use to be made of said building shall be for a single unit residence. No dwelling other than a single family dwelling and private garage shall be built on any building lot. Out-buildings are permitted

provided, however, that they are located behind the residence and comply with minimum set-back requirements established herein and provided further that they consist of the same style, color and architecture of the residence constructed on said lot. Construction or occupancy of garage apartments or outbuildings as separate dwelling units on any of the lots in the Subdivision is prohibited. No existing housing unit shall be converted into a multiple apartment or dwelling building. No commercial places of business of any nature whatsoever shall be erected or maintained on any of the lots involved herein. Further, no building or dwelling in the subdivision shall be used to house more than four (4) non-related persons. Persons married to each other, and children of spouses shall be considered related for the purposes of these restrictions. Nor shall any activity that would constitute a “group house” for the purpose of housing unrelated persons, as a business, whether for profit or not, be permitted on any lot in the subdivision.

If allowed by the applicable zoning and land use regulations of the applicable governmental authorities, home offices are allowed provided that no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed on the property which in any way advertises or provides notice or reference to the business conducted in the home office and provided further that the owner or occupant maintaining the office does not meet with third parties at the home relative to the business.

2. No building or other improvements shall be erected, placed, or altered on any lots subject to these restrictions until the construction plans and specifications, and a site plan showing the location of the structure and improvements on the lot, have been submitted to and approved in writing by, the Architectural Control Committee or any of its members designated by the Committee to act. Until changed by act recorded in the records of Lafayette Parish, the Architectural Control Committee shall consist of John C. Broussard and Nancy Castette. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Upon the dissolution of the Architectural Control Committee by the lapse of twenty (20) years from the date hereof or by the resignation of all of its members by act recorded in the records of Lafayette Parish whichever first occurs, the function and authority of said Architectural Control Committee, as described in these restrictions shall be performed by a Committee appointed by the associated described below. No member of the Committee shall be entitled to any compensation for services performed pursuant to these covenants nor shall they have any liability for actions taken as members. If the Architectural Control Committee fails to give its approval within thirty (30) days after the above mentioned items have been received, then such approval shall be deemed as having been automatically granted. Denial of approval by the Architectural Control Committee shall be given in writing.

All plans and specifications, or requests for approval, required to be submitted to the Architectural Control Committee shall be mailed or delivered to the following address: 1720 Kaliste Saloom Road, Suite A-5, Lafayette, Louisiana 70508. The address may be changed by the Architectural Control Committee by act recorded in the records of the Lafayette Parish, Louisiana. The plans and specifications required to be submitted to and approved by the Architectural Control Committee and referred to in the preceding paragraph, shall contain a return address for the applicant and shall be in such form, and contain such information, as may be required by the Architectural Control Committee. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted by reason of any of the following:

- A. Incompatibility of the proposed building with existing buildings located upon the lots in the vicinity;
  - B. Duplication or similarity in the nature, exterior color scheme, kind, shape, height, or materials used in the proposed building with that of an adjoining building;
  - C. Failure of such plans and specifications to comply with any of these restrictions;
  - D. Objections to the site plan, drainage plan, or landscaping plan for the lot;
  - E. Failure of such plans to take into considerations the particular topography and natural environment of the lot; or
  - F. Any other matter which, in the sole judgment of the Architectural Control Committee, would cause the proposed building to be inharmonious with the general plan of development or with the buildings located upon other lots in the vicinity or detract from the appearance of the subdivision.
3. No hogs, cows, or horses, or any kind of fowl shall be kept on any of the lots involved herein. Dogs and cats are allowed as long as they are maintained in accordance with local ordinance or law, and as long as they do no damage. However, they must be confined if and when they become a nuisance to other neighbors. Dogs, cats, or other household pets shall not be bred or maintained for any commercial purposes.
  4. No lot shall be subdivided without the prior written consent of the Architectural Control Committee.
  5. Residences located on Lot Nos. 217 through 271 shall contain at least one thousand two hundred (1,200) square feet of conditioned living space, exclusive of porches, storerooms, garages and carports. Residences located on Lot Nos. 177 through 184, 188 through 208, 272 through 278, and 325 through 354, shall contain at least one thousand five hundred (1,500) square feet of conditioned living space, exclusive of

porches, storerooms, garages and carports. Residences located on Lot Nos. 164 through 175, 185 through 187, 209 through 206, and 311 through 324 shall contain at least one thousand eight hundred (1,800) square feet of conditioned living space, exclusive of porches, storerooms, garages and carports. Residences located on Lot Nos. 279 through 310 shall contain at least two thousand (2,000) square feet of conditioned living space, exclusive of porches, storerooms, garages and carports.

6. It is the intent of this development to have houses that differ in design while still maintaining overall compatibility in the Subdivision.
  - A. The exterior material used on all residences will be of sound, durable, attractive low-maintenance up-keep material, that is either painted, stained or built of colored material.
  - B. Roofing material shall be a minimum 30 year warranty or equal or better, or as may be approved by the Architectural Control Committee. No roll roofing shall be permitted.
  - C. Vinyl or metal siding or fascia is prohibited except on Lots 217 through 271.
  - D. Building plans must include the type of exterior materials used on walls, shutters, doors, windows, columns, overhangs, fascia, gutters, roofing and fencing, and the colors of these items. At least seventy (70%) per cent of the total exterior of any residence built shall be constructed shall be constructed entirely of brick and mortar, brick veneer, stucco, or Durock. The remaining thirty (30%) per cent may be constructed of wood, hardi-panel or hardi-plank or such other materials as may be approved in advance by the Architectural Control Committee for such building.
  - E. All chimneys shall be enclosed with brick, stucco or hardi-board materials.
  - F. No brick mailboxes are allowed and all mailboxes must be approved by the Architectural Control Committee. A list of approved mailboxes and supplies may be obtained from the Developer.
  - G. No houses of pier construction are permitted and all houses must be of slab construction unless either or both requirements are waived in whole or in part by the Architectural Control Committee. For example, the Architectural Control Committee may allow Acadian-style homes on piers in certain areas.
  - H. Each residence shall be constructed with a minimum of a two (2) car enclosed garage.
  - I. The height of the first finished floor of the heated/air conditioned area of a dwelling must be approved by the Architectural Control Committee. At least fifty (50%) per cent of all dwellings must have a minimum of nine (9') foot wall height on the first floor except for Lots 217 through 271.

7. Landscaping and sod is required to be installed in the front of dwellings at time of the completion of construction of the dwelling on the lot in such manner as approved by the Architectural Control Committee. All property will be kept mowed and in presentable condition. Grass will not be allowed to grow higher than six (6") inches above grade. Developer or its assigns shall have the right to install landscaping or seed a lot with grass as required by this section, or to mow any grass in violation of this section if, after ten (10) days written notice, the owner of said lot fails to do so and shall also have the right to be reimbursed by such owner for expenses incurred. Such expenses, together with the reasonable attorney's fees incurred in collecting same, shall be a charge and lien upon the property affected, from the date of recordation in the records of Lafayette Parish of an affidavit executed by Developer attesting to the facts giving rise to said lien. Such assessment shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment was made. The party filing the lien may bring an action against the owner personally obligated to pay the same and/or to foreclose the lien against the property and interest at the rate of eighteen (18%) per cent per annum, all costs, and reasonable attorney's fees incurred in such action shall be added to the amount due. Any lien filed under this paragraph shall be inferior to all prior mortgages or liens of record. Upon the disposition of all the lots by Developer, the rights contained in this paragraph may be enforced by the Association.
8. The front sill or slab of every residential dwelling and porch shall be placed not less than fifteen (15') feet from the front property line. Dwellings on corner lots shall face the narrowest part of the lot along a road right-of-way. The dwelling on Lot 208 may face either narrow side of the lot.
9. No building shall be erected less than five (5') feet from any side lot line. Where construction of a dwelling is on one or more commonly owned lots, there shall be no side lot line requirement as to common lot lines, provided however, that encroachment of the five (5') foot side lot line on any common lot line without appropriate amendment to the restrictive covenants as provided herein shall cause the commonly owned adjacent lot to be considered as one lot with the lot on which said improvements have been placed for the purpose of constructing the restrictions contained herein.  
NOTICE: The setback requirements of applicable governmental bodies, such as the Town of Youngsville, may be more restrictive than those contained herein and, therefore, the regulations and requirements of such bodies should be reviewed prior to constructing improvements on lots in the subdivision.  
No building shall be erected less than ten (10') feet from the rear property lines.

10. No trash, refuse, scrap lumber, metal, or piles of garbage, and no grass, shrub or tree clippings will be allowed between the rear of any residence and the street bordering the lot on which the residence is located and all such trash, refuse, etc., must be kept out of sight, and to the rear of the residence, so as not to be seen from the street bordering the lot on which the residence is located except that such trash, refuse, etc. may be maintained at such limited times as may be reasonably necessary to permit garbage or trash pickup in such containers as approved by the Architectural Control Committee.
  
11. Driveways shall be constructed of concrete. Driveways constructed less than three (3') feet from the side property lines must drain away from the side property line. Within the period provided below, each lot owner, except for Lots 217 through 271, shall cause a sidewalk to be constructed as hereinafter described. Sidewalks shall be constructed in accordance with the Town of Youngsville or appropriate jurisdictional authority regulations. Sidewalks shall be constructed in the road rights-of-way and have a width of forty-eight (48") inches measured by perpendicular line from the street side lot boundary and extending the entire length of such boundary. Sidewalks shall be constructed so as to join existing sidewalks located on adjacent lots at the same height, width and displacement. This restriction shall not be required where such construction is enjoined as a violation of any state or local law or ordinance or where authority for such construction is withdrawn by the owner of the road right-of-way. Sidewalks on corner lots must line up and connect with curb cuts provided at street intersections for handicapped access. Sidewalks shall be constructed upon the completion of improvements placed on any lot or prior to any deadline imposed by the applicable jurisdictional authority, whichever first occurs. In the event the owner or owners fail to do so after ten (10) days written notice, Developer shall have the right to file in the records of Lafayette Parish, Louisiana, an affidavit setting forth the estimated cost of completing the sidewalk. The amount of such estimate shall be a charge and lien upon the property affected from the date of recordation of Developer's affidavit and shall also be the personal obligation of the owner of the property. Developer may bring an action against the owner personally obligated to pay the same and/or to foreclose the lien against the property. Interest at the rate of eighteen (18%) per cent per annum from the date of recordation of the affidavit, all costs, and reasonable attorney's fees incurred in such action, shall be added to the amount due. Developer shall have the right to assign its interest in the lien, and the claims secured thereby, to the applicable jurisdictional authority to secure completion of sidewalks in the subdivision. Once sidewalks have been constructed by the owner, or the lien for the construction of sidewalks is paid in full, the right to lien shall terminate.

12. Nothing is to be built above grade on the lawn between the building line and street on which a residence shall front; and nothing shall be placed thereon except such plants, lamppost(s), mailboxes, or decorative items as will tend to beautify.
13. No noxious or offensive activities shall be carried upon any lots nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
14. Temporary sanitary facilities used during construction must be approved sanitary types such as Royal Johns, Port-A-Heads or Port-O-Lets.
15. No trailer, basement, tent shack, garage, barn or other out-building erected on any lot affected by these restrictions shall at any time be used as a residence temporarily or permanently, nor shall any structure be occupied in any way in the course of construction, except by workmen in the performance of their duties, nor shall any structure of a temporary character be used as a residence. No building or structure erected elsewhere shall be moved onto a lot within the subdivision; component homes and/or component parts used in newly constructed residences are accepted. No old or second-hand materials shall be used in the construction of exterior of any building in the Subdivision, unless specifically approved by the Architectural Control Committee.
16. Only signs no larger than twenty-four (24") inches by thirty-six (36") inches, or equivalent area, for the sale or rent of the lot and improvements shall ever be erected, placed or maintained on any lot in the Subdivision, except those approved by the Architectural Control Committee or used by the Developer, its successors and or assigns.
17. Unless approved in writing by the Architectural Control Committee, no fence shall be erected or permitted to remain on any lot in the Subdivision between the street and the front set back line. Fences constructed between front sill of any dwelling and the rear property line, whether parallel or perpendicular to the street and along the rear property line shall be constructed of either wood, concrete, or brick. No creosote shall be used in any fence. Wooden fences may have metal posts provided that same are not visible from any street on which said lot has frontage, unless on fences perpendicular to such street and located on interior side lot lines (i.e. not on a street or not a rear lot line). No metal posts or runners on Lots 175, 209 and 210 may face Lot 176. No fence or wall serving the purpose of a fence situated anywhere upon any lot in this tract shall have a height greater than seven (7') feet above the finished graded surface of the ground on which the said fence or wall is situated unless a greater height is approved by the Architectural Control Committee. Fences erected shall be kept properly maintained and in good repair. Any fences

installed by the Developer will be owned by the owners of the lots on which they are situated and must be maintained by said owners in good condition.

18. The placing and parking of house trailers or mobile homes on any lot in the subdivision shall be prohibited. No motor home, travel trailer, camper or other similar recreational vehicle may be used as a residence on any lot, and any such vehicle, as well as any boats, boat trailers, or other trailers, must be parked and kept behind the front set-back lines within a closed building or behind a fence at least six feet (6') in height. No vehicle may be placed on blocks or an immovable position on any lots or street in this subdivision.
19. No facilities, including poles, and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground in the subdivision, except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the particular area. No external or outside antennas of any kind shall be permitted that are or will be visible from the street provided however, that small satellite dishes (no larger than 24 inches in diameter) attached to the residence are allowed in the rear of the residence and on the side of any residence not facing the street. All others must be approved by the Architectural Control Committee. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires or cables, or to prohibit temporary service provided by Developer to builders during construction.

Recreational equipment (temporary or permanent), including basketball goals, soccer nets, hitting nets, etc., shall not be placed within the street right-of-way, which varies by plat and legal description of the property.

20. 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). The Architectural Control Committee may grant variances from compliance with any of the provisions of this act, including without limitation, restrictions upon heights, area, placement of structures, setbacks, buildings, colors, materials, or similar restrictions when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental consideration may warrant same in the sole and absolute discretion of the Architectural Control Committee. Requests for variances must be in writing from the Owner and subsequent answer or approval by the Architectural



Control Committee shall be in writing. If a variance is granted, no violation of the restrictions contained in this act shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this act for any purpose except as to the particular property and in the particular instance covered by the variance. The Owner shall be responsible to insure that waivers affecting title are in proper form and recorded in the Lafayette Parish Clerk's Office at the Owner's cost.

Neither the Architectural Control Committee nor any agent thereof, and neither Appearer nor any agent or employee thereof, shall be responsible in any way for the failure of any structure to comply with the covenants of this act, nor for any defects in any plan and/or specifications submitted or approved.

21. 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 any real property in the Subdivision 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.
22. As used herein, "Association" shall mean and refer to the Copper Meadows Homeowners Association, Inc., a Louisiana non-profit corporation, its successors and assigns. The owners of the lots in the Subdivision shall be members of the Association, and subject to the same rules, regulations, assessments and lien rights of the Association as set forth in the Articles of Incorporation and By-laws of the Association. Lot owners shall be required to pay an assessment in an amount determined by the Association upon the occupancy of a building located on the Lot. The purpose of the Association shall be to maintain architectural control in the subdivision but only at the termination of the original Architectural Control Committee, and to maintain and repair any areas that are specifically declared to be common areas (i.e. expressly designated as such by the Developer in a written document as opposed to merely being shown as such on a plat of survey) and such other purposes as seventy-five (75%) percent of the vote of the members of the Association agree. An easement is hereby established in favor of the Association, its agents and contractors on any lots upon which any subdivision signs, walls, landscaping, and fences installed by the Developer are located, for the existence, repair, and maintenance of said signs and an access easement is hereby established from the street for access to aid signs. At this time, neither Lot 176 nor the other Common Areas shown on the plats of survey referred to herein, are being transferred to the Association. Developer does expressly combine the lots in Phases III and IV into the Association such that the lots in these phases will be subject to the rules of membership and voting for the association and all of the lots in the different phases

are considered as one subdivision for the purposes of voting on matters that come from the Association.

23. 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.