

STATE OF LOUISIANA

PARISH OF LAFAYETTE

RESTRICTIVE COVENANTS OF
COPPER MEADOWS SUBDIVISION, PHASE I

BE IT KNOWN, that on this 3rd 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, did declare that by that act recorded under Entry No. 2005-00007019 of the records of Lafayette Parish, Louisiana, Appearer subdivided the property known as Copper Meadows Subdivision, Phase I (the "Subdivision") into lots and dedicated certain streets, utility servitudes and drainage servitudes in accordance with the plat of survey of the subdivision approved by the Town of Youngsville.

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 any of the property situated in the Subdivision, 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 3rd 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:I

Appearer declares, accordingly, that it, by these presents, subdivide the property in accordance with the attached plat of survey and dedicates to public use for and behalf of the public in general, but in particular in favor of the Town of Youngsville, the roads, streets, public ways, and other items shown upon said plat of survey, the original of which is attached hereto and made part hereof, said dedication to be considered a formal statutory dedication in accordance with the provision of LSA-R.S. 33:5051 et seq., provided however, that to the extent any streets, roads, alleys, common areas, or ways which are depicted on said plat of survey are intended to remain

private and are so designated on said plat of survey, same are not hereby dedicated and shall remain privately owned and maintained.

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 units 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 their 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. All residences built on Lots 1 through 24 shall contain at least two thousand two hundred (2,200) square feet of conditioned living space, exclusive porches, storerooms, garages and carports. All residences built on Lots 25 to 39 shall contain at least two thousand four hundred (2,400) square feet of conditioned living space, exclusive 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. Buildings. No roll roofing shall be permitted.
 - C. Residences shall be constructed such that at least 75% of the residence has a minimum 9 on 12 foot, or more, roof pitch.
 - D. Vinyl or metal siding or fascia is prohibited.
 - E. 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%) percent of the total exterior of the building constructed shall be constructed entirely of brick and mortar, brick veneer, stucco, Durock, wood, hardi-panel or hardi-plank or such other materials as may be approved in advance by the Architectural Control Committee for such building.
 - F. All chimneys shall be enclosed with brick or stucco materials.
 - G. 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.
 - H. 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.
 - I. Each residence shall be constructed with a minimum of a two (2) car enclosed garage which may not be nearer to the front property line than the front sill of the residence except where its entrance faces the side of the lot.
 - J. 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 seventy (70%) per cent of all dwellings must have a minimum of nine (9') foot wall height on the first floor.

7. All property not landscaped in front of residences will be seeded with grass and 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 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 disposition of all of 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 twenty (20') feet from the front property line. Dwellings on corner lots shall face the narrowest part of the lot along a road right-of-way.
9. There must be a total combined sideline setback on both sides of the residence of 15 feet and 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.

On Lots 1 through 25, no building shall be erected less than ten (10') feet from the rear property lines. On Lots 25 through 39, unless a variance is granted by the Architectural Control Committee, no building shall be erected less than fifteen (15') feet from the water body adjacent to said lots which is labeled "Common Area 7 Drainage Servitude Private" on the subdivision plat of survey referred to herein. Variances may be conditioned on construction by the owner of a bulkhead along the water body. On Lots 25-39, if any structure is less than 20 feet from the water body, and deeper than one foot,

the owner must first obtain for, and provide to the Architectural Control Committee, certification by a licensed geotechnical engineer certifying that the construction will not cause erosion to, or negatively impact, the banks of the water body.

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.
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 excepted. 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.

Notwithstanding anything to the contrary contained herein, fences in rear of Lots 26 through 39, and the eastern portion of Lot 25, shall be governed by the Supplemental Restrictive Covenants for said lots established by act of even date herewith.

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 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. The use of the body of water adjacent to Lots 25 through 39 is restricted to the owners of said lots, their guests, and invitees, and to such other parties as are authorized and approved by Developer. For example, Developer may grant use of that area to future owners and guests of the parcels labeled “Common Area 1 (Private)” and “Common Area 2 (Private)” on the plat of survey referred to herein. Contrary to the label on said plat of survey, these two parcels are not in fact common area for the subdivision unless otherwise agreed to in writing by the Developer.

21. 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.

22. 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.

23. As used herein, "Association" shall mean and refer to the Copper Meadows Homeowners Association, Inc., a Louisiana non-profit corporation, its successors and assigns, which corporation has been formed, or will be formed, with the Louisiana Secretary of State. 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. The purpose of the Association shall be to maintain architectural control, and to maintain and repair any common areas (so designated as such by the Developer) in the Subdivision and in past and future phases of the Subdivision, and such other purposes as seventy-five (75%) percent of the vote of the members of the Association agree. The ownership of any subdivision signs installed by the Developer, are hereby transferred and conveyed to the Association as common area in consideration for the Association's maintenance of same in good repair and an easement is hereby established in favor of the Association, its agents and contractors on any lots upon which the signs are located, for the existence, repair, and maintenance of said signs and access easement is hereby established from the street for access to said signs. Developer and its assigns reserves the right to unilaterally add lots located in future phases of the subdivision, or other named subdivisions in the vicinity, to the Association, or to merge or combine the Association with an association or associations existing now or in the future relative to other property in the vicinity of the subdivision and in such event, at the election of the Developer, the lots in the other subdivisions will be subject to the rules of membership and voting for said association(s) and all phases and past and future phases of the subdivision, or nearby subdivisions so included, will be considered as one subdivision for purposes of voting on matters that come before the Association. As usual, anywhere in this act, the words "subdivision" and "subdivisions" include any other subdivisions added to Copper Meadows as provided herein.

24. 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.