

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ACT OF DEDICATION AND
RESTRICTIVE COVENANTS OF
COPPER MEADOWS SUBDIVISION, PHASE II

BE IT KNOWN, that on this 29th day of August, 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 depose and declare that Appearer is the owner of the property described herein, and in connection therewith has submitted for Final Approval a plat of survey subdividing said property into lots, and delineating and designating certain streets, utility servitudes, drainage servitudes and/or other servitudes which are to be provided in accordance with the applicable regulations for subdivision plat approval promulgated by the Town of Youngsville, or by its predecessors but now administered by the Town of Youngsville.

DEDICATION IN ACCORDANCE WITH LSA-R.S. 33:5051, ET SEQ.

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.

DEDICATION, CREATION, AND ESTABLISHMENT OF SERVITUDES

Appear further declares that it does hereby further dedicate, create, and establish exclusively in favor of the Town of Youngsville, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Town of Youngsville to use same or who may as a result of this dedication may derive any benefit therefrom, any and all rights-of-way, rights-of-passage, utility servitudes, drainage servitudes, and other items shown on the plat of survey referenced herein below. Appearer declared that the common areas shown on the plat of survey are not reserved for use by the public but is for use by all of the owners in any phases of Copper Meadows Subdivision and are subject to any rules and regulations established by the Association.

Appearer declares that in connection herewith, Appearer grants a perpetual predial servitude(s) in favor of the Town of Youngsville and such other persons, entities, or estates who are given authority by said Government to use the servitudes, rights-of-way, and other items shown on the attached plat of survey, or who may as a result of this grant of servitude derive any benefit therefrom, and in connection therewith agrees that the Town of Youngsville and any such individuals, entities, and estates are as authorized by the Town of Youngsville, shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving, or otherwise operating any and all utility, drainage, and other improvements, and in connection therewith, may, within the confines of said servitudes as shown on the plat, clear brush, trees, and other items or obstacles as may interfere with the free use of said servitudes; construct drainage, electric, sewer, water, and other utility facilities, remove all obstacles which would hamper or preclude the exercise of the servitudes; and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter or heretofore constructed therein, or thereon.

In connection with the exercise of the use of the servitudes created hereby, the Town of Youngsville, for the ultimate benefit of the public and any other persons, entities, or estates, shall have such access as is appropriate or reasonably necessary, to access said servitudes in order to maintain same, improve same, construct appropriate improvements, structures, and appurtenances with regard thereto, in accordance with the relevant provisions of the Louisiana Civil Code, and in particular Article 745 thereof.

With regard to any drainage servitude shown on the plat of survey, it is hereby understood the Grantee shall have the right to enter upon the drainage servitude for the purpose of construction improvements to any stream, channel, coulee, or other drainage facility, and in connection therewith shall have the right to perform all necessary and appropriate work for the maintenance, improvement or construction of drainage facilities within the easement and shall specifically have the right to clear said easement of any and all obstructions, including but not limited to trees, brush, debris, and other matters, and shall further have the right to remove dirt or spoil and deepen the channel, widen any channel, concrete line, or place other structures in said

channel or otherwise undertake any and all actions as may be necessary or proper for the maintenance and improvement of the drainage facilities.

The property made subject to this dedication and grant of servitudes is more fully described as follows:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitude, advantages, and appurtenances thereon and thereunto appertaining to be known and declared as Copper Meadows Subdivision, Phase II, located in the Town of Youngsville as shown and set forth in that certain plat of survey prepared by Comeaux Engineering and Consulting, a copy of which is attached hereto and made a part thereof (hereinafter called "The Subdivision")

The purpose of the first section of this Act is to dedicate to the Town of Youngsville, for the ultimate benefit of the public, all utility servitudes, streets, right-of-way and other matters as reflected on the plat of survey and to provide for the use and enjoyment of the same by the public. In that regard, however, this dedication is made in favor of the Town of Youngsville, which will have full authority to regulate the use of said servitudes, streets, rights-of-way, rights-of-passage, and other items as shown on said Plat. The servitudes shall be subject to full use by the Town of Youngsville and those authorized by it for the purposes of which they are intended by those having the need or responsibility or providing utilities, drainage, or other services to the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

III

RESTRICTIVE COVENANTS

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 29th day of August, 2025, 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 after that date, it is agreed to change the said covenants in whole or part. Provided, however, that none of the following restrictions will affect those three tracts of land designated on the attached plat survey as "Commercial Lot 1," "Commercial Lot 2," and "Commercial Lot 3." 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 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 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. All residences built on Lots 40 through 97 shall contain at least one thousand six hundred fifty (1,650) square feet of conditioned living space, exclusive porches, storerooms, garages and carports. All residences built on Lots 98 through 163 shall contain at least one thousand two hundred (1,200) 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 on Lots 40 through 97, or as may be approved by the Architectural Control Committee. Buildings on Lots 98 through 163 may have 3-tab shingles. No roll roofing shall be permitted.
 - C. Residences shall be constructed such that at least 75% of the residence has a minimum 8 on 12 foot, or more, roof pitch.
 - D. Vinyl or metal siding or fascia is allowed on lots 98 through 163 only. Vinyl or metal siding or fascia is prohibited on Lots 40 through 97.
 - 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.
 - 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. On Lots 40 through 97, at least seventy (70%) per cent of all dwellings must have a minimum of nine (9') foot wall height on the first floor. On Lots 98 through 163, at least seventy (70%) per cent of all dwellings must have a minimum eight (8') 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 on Lots 40 through 97 shall be placed not less than twenty (20') feet from the front property line. As to Lots 40, 41, 63, 64, 65, 66, 89, 90, and 98 through and including 163, the front sill or slab of every residential dwelling and porch may be placed not less than fifteen (15') from the front property line if approved by the Town of Youngsville. Dwellings on corner lots shall face the narrowest part of the lot along a road right-of-way.
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 of Lots 40 through 97 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 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.
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. 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. 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 the common area shows on the plat of survey, and 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 past phases of the subdivision and any other subdivisions added to Copper Meadows as provided herein.
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.