

RESTRICTIVE COVENANTS
OF CEDAR HILLS SUBDIVISION

BE IT KNOWN, that on this 24th day of July, 2007, before me, Timothy J. Bradley,
Notary Public, and in the presence of the undersigned witnesses personally came and appeared:

GANT & SHIVERS PROPERTIES, L.L.C., a Mississippi Limited Liability Company,
represented herein by Stephen L. Shivers, Sr., its duly authorized Managing Member
(hereinafter referred to as "Developer" or "Apparer")

who declared that by that act recorded under Entry No. 2007- 004 of the records of Lafayette
Parish, Louisiana, Apparer divided certain property into a subdivision of seventy-three (73)
residential lots to be known as Cedar Hills Subdivision, as more fully shown by reference to
that certain plat of survey prepared by Comeaux Engineering and Consulting attached thereto
(herein referred to as "the Subdivision.").

Apparer 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 10th day of July, 2032, 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:~~

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. Outbuildings 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.

2. No building 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 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 Stephen L. Shivers and Bailey Shivers. 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, may be performed by at least two (2) members of a Committee of at least three (3) persons appointed by an association that may be formed among the owners in the Subdivision pursuant to Section 21 below. No member of the Committee shall be entitled to any compensation for services performed pursuant to this covenant. 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. The decision of the Architectural Control Committee may be evidenced by the signature of any of its members.

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: Cedar Hills Architectural Committee, 213 Rue Fontaine, Lafayette, Louisiana 70508. The address may be changed by the Architectural Control Committee by act recorded in the records of Lafayette Parish.

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 or 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 consideration 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 may roam freely, as long as in accordance with local ordinances or law, and as long as they do no damage. However, they must be confined if and when they become a nuisance to their neighbor. Dogs, cats or other household pets shall not be bred or maintained for any commercial purposes, nor are large quantities allowed on any single lot.

4. Each residence constructed in this Subdivision shall be erected on a plot of ground having not less than the lot area of the smallest lot shown on the attached subdivision plat of survey and shall face the narrowest side of the lot fronting the street. No lot shall be subdivided without the prior written consent of the Architectural Control Committee, its successors or assigns.

5. All residences shall contain at least one thousand four hundred (1,400) square feet of air conditioned and heated living space, exclusive of porches, storerooms, and garages.

Multiple story residences shall contain at least 900 square feet of living space on the ground level floor.

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. All front and side roof pitches shall have a minimum pitch as approved by the Architectural Control Committee. Roofing material shall be a laminated shingle with a minimum 15 year warranty or equal or better, or as may be approved by the Architectural Control Committee. No roll roofing shall be permitted.

C. Metal chimneys are not permitted unless enclosed with materials approved for the exterior.

D. No houses of pier construction are permitted and all houses must be of slab construction unless either or both requirements are waived by the Architectural Control Committee.

E. Residences shall be constructed such that at least 75% of the residence has a minimum 8 on 12 foot roof pitch.

F. Vinyl "boxing" (soffit or fascia) is permitted.

G. A minimum of fifty (50%) percent of the exterior walls of all residences and garages shall be composed of brick and the remainder must consist of materials approved by the Architectural Control Committee such as stucco, Durock, Hardi-Panel or Hardi-Plank wall system.

H. Each residence shall be constructed with a minimum of two (2) car garage.

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 Developer's designated successor 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 Developer shall also have the right to be reimbursed by such owner for expenses incurred. Such expenses, together with the reasonable attorney's fees incurred by

Developer 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. Developer 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.

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 and there shall be a distance of at least 10 feet from the rear of the residence to the rear property line.

9. No building shall be erected less than five (5') feet from any side lot line, except in the case of corner lots on which the minimum set-back distances for the side bordering a street on these corner lots shall be ten (10') feet; 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 construing the restrictions contained herein.

NOTICE: The set back 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.

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.

11. Driveways shall be constructed of concrete, unless otherwise approved by the Architectural Committee. Driveways may not be constructed closer to the side property line

than allowed by the Lafayette Consolidated Government, especially when an electrical transformer or pedestal is located near 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 item(s) 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 this 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 the 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 initial builders of residence and the Developer, its successors 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 setback line. Fences constructed between the 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 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.

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 and boat trailers, must be parked and kept behind the front set-back line. No vehicle may be parked on the street in front of any residence longer than twenty-four (24) hours and no vehicle may be placed on blocks or any immovable positions on any lots or street in this subdivision.

19. 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, and the minimum square footage of living area required as set forth in Section 5 above, may be amended unilaterally by an act executed by Developer or assigns without the written consent of any other owner or purchaser of said lot or lots. Provided, 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). 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 plans and/or specifications submitted or approved.

20. 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 the 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 and attorney fees incurred as a result of such violation.

21. As used herein, "Association" shall mean and refer to a Louisiana non-profit corporation that may be formed in connection with this subdivision as provided below. After the developer has transferred all of the lots in the subdivision, any owner in the subdivision may call a meeting for the purpose of forming a homeowners association by

mailing a 30 day advance notice to all owners of record in the subdivision at the address given in the deeds whereby they acquired title to the lots. Upon vote of a majority of the owners in the subdivision (one vote for each lot owned), said owners may form a homeowners association and membership in the association will be obligatory on all owners of property in the subdivision. If formed, the owners of the lots in this subdivision shall be members of the Association, and subject to the rules, regulations, and assessments established by the Association herein, or in the Articles of Incorporation and By-laws of the Association, including the right of the Association to file liens against property in the Subdivision for nonpayment of dues. The purpose of the ASSOCIATION shall be to maintain architectural control, and to maintain and repair any common elements in the Subdivision and such other purposes as seventy-five (75%) percent of the vote of the members of the Association agree. Any subdivision sign(s), and any wall or landscaping installed by the Developer, are hereby considered as "common elements." As to any such subdivision signs, wall and landscaping, an easement is hereby established in favor of the Developer, the Architectural Control Committee, and the Association, their agents and contractors for the existence of said signs, wall, and landscaping, and an access easement is hereby established from the street for access for the repairs and maintenance of same.

And now to these presence appeared Shivers Brothers Construction, L.L.C. a Louisiana limited liability company appearing herein through Bailey Shivers, its duly authorized representative who declared that Shivers Brothers Construction, L.L.C. is also the owner of lots in Cedar Hills Subdivision and that the lots owned by Shivers Brothers Construction, L.L.C. are and will be subject to all of the terms and provisions of this act including, but not limited to, the restrictive covenants contained herein.

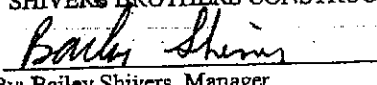
THUS DONE AND PASSED, in the Parish of Lafayette, Louisiana on the day and date first above written, in the presence of the undersigned, competent witnesses and me, Notary, after due reading of the whole.

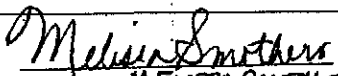
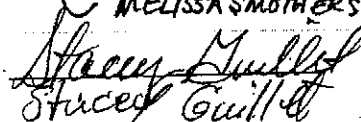
WITNESSES:

GANT & SHIVERS PROPERTIES, L.L.C.


By: Stephen L. Shivers, Sr.

SHIVERS BROTHERS CONSTRUCTION, L.L.C.


By: Bailey Shivers, Manager


MELISSA SMOTHERS

Stacey Guillot


Notary J. Bradley
Bar Roll #10073