

**ACT OF DEDICATION AND ADOPTION OF EASEMENTS,
PRIVILEGES AND RESTRICTIONS RELATIVE TO
PROVIDENCE SUBDIVISION**

BE IT KNOWN, that before the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Calcasieu, State of Louisiana, on the date hereinafter set forth, and in the presence of the respective undersigned witnesses,

PERSONALLY CAME AND APPEARED:

HEARD DEVELOPMENT, INC., a Louisiana corporation, herein represented by its duly authorized President, TERRELL HEARD,

hereinafter referred to as "Heard Development",

who does declare and agree that:

Heard Development, hereinafter sometimes referred to as "Developer", is the Owner of all Lots and Property in Providence Subdivision, Phase One, a subdivision as per plat recorded in the public records of Calcasieu Parish, Louisiana, bearing Calcasieu Parish Clerk of Court number _____. Heard Development is also the Owner of all Lots and Property in Providence Subdivision, Phase Two and Providence Subdivision, Phase Three which are subdivisions to be developed by Developer in the immediate future.

WHEREAS, Developer is developing a residential community in Lake Charles, Louisiana, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in this community and for the maintenance of certain open spaces and other common areas to be developed as a part of this community; and to this end, desires to subject Providence Subdivision, Phase I, Providence Subdivision Phase Two and Providence Subdivision, Phase Three, less the areas noted as "Future Development One" and "Future Development Two" (hereinafter "Providence Subdivision) to the easements, privileges, restrictions and other provisions hereinafter set forth, each and all of which is and are for the benefit of Providence Subdivision and the Owners and subsequent Owners thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in this community, to create an Association to which is delegated and assigned the powers and duties of maintaining and administering the open spaces and appurtenances relative thereto and for other common areas, and of administering and enforcing the within easements, privileges, restrictions and other provisions herein, and of receiving and disbursing the charges and assessments hereinafter created; and

WHEREAS, Providence Subdivision Homeowners Association, Inc., has been formed as a non-profit, non-stock corporation under the laws of the State of Louisiana for the purposes of carrying out the powers and duties aforesaid,

NOW, THEREFORE, Developer declares that all Lots and Property in Providence Subdivision, is and shall be subject to the easements, privileges, restrictions and other provisions herein set forth (hereinafter sometimes referred to as the "Act of Dedication") all of which are declared and agreed to be in aid of a plan for improvement of the Property, and shall be deemed to run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, or any one of the Developers, or the Association, or any Owner of a Lot in the subdivision.

ARTICLE I

Section 1. Definitions. The following words, when used in this Act of Dedication, shall have the following meanings and effect:

(a) "Association" shall mean and refer to the Providence Subdivision Homeowners Association, Inc., and its successors or assigns. Except as where specifically otherwise provided herein or in the Articles of Incorporation or By-Laws of the Association, all powers of the Association are and shall be fully vested in, taken and acted upon by and through its Board of Directors.

(b) "Property" shall mean and refer to Providence Subdivision Phase One, Providence Subdivision Phase Two and Providence Subdivision Phase Three, less and except the areas noted as "Future Development One" and "Future Development Two", and such additions thereto as may hereinafter be made pursuant to the provisions of Article II hereof.

(c) "Lot" shall mean and refer to each of the tracts numbered 1 through 159. These are residential lots, with the exception of Lots 127 through 136 which may be utilized by the Developer for the development of a road.

(d) "Dwelling" shall mean and refer to any building situated upon the Property and designed or intended for use and occupancy as a residence.

(e) "Common Areas" shall mean and refer to all other property in Providence Subdivision other than Lots 1 through 159. Common areas shall be reserved, maintained and controlled by the Association. Title to the Common Areas shall be conveyed by Developer to the Association, as hereinafter provided.

(f) "Owner" shall mean and refer to the record title Owner, whether one or more persons or entities, of a Lot.

(g) "Member" shall mean and refer to each person or other entity that holds any class of membership in the Association.

(h) "Developer" shall mean and refer to Heard Development and its respective successors or assigns.

ARTICLE II

Section 1. The Property Subject to Act of Dedication. The Property is and shall be held, owned, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Act of Dedication.

ARTICLE III

Section 1. Membership and Voting Power. The Association shall have two classes of voting membership. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

(a) The record title Owner of each Lot shall be a Class A member of the Association, except for Lots owned by Developer for so long as Developer is a Class B member as hereinafter set forth. Class A members shall be entitled to one vote for each Lot that such member owns, i.e., one vote per Lot; however, when more than one Class A person or entity holds an ownership interest in a Lot, the vote for such Lot shall be exercised as the multiple Owners of that Lot determine among themselves, but in no event shall more than one vote be cast with respect to any individual Lot. At any meeting, the Association may assume, unless otherwise notified in writing, that the person voting in person, or by proxy, for the Lot has the proper authority to do so and any vote cast by such person shall be a valid binding vote.

(b) The Class B members shall be Heard Development, Developer. Heard Development shall be entitled to three (3) votes for each Lot owned by Heard Development. Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) When the total votes outstanding of Class A membership exceeds the total votes outstanding of Class B membership; or
- (ii) Upon surrender of all Class B memberships by the Developer for cancellation on the books of the Association.

(c) Upon the lapse or surrender of all of the Class B memberships, Heard Development shall then become a Class A member of the Association as to each respective Lot which it then owns.

ARTICLE IV

Section 1. Members' Right of Enjoyment. Subject to limitation on use as herein provided, Owners shall have a right of use and enjoyment for themselves, their family, guests and invitees, as herein provided, but such right of use and enjoyment shall be subject to the terms and conditions of this Act of Dedication including, but not by way of limitation, the following:

(a) the right of Association to borrow money for the purpose of improving and otherwise managing the common areas in a manner designed to promote the enjoyment and welfare of the Owners, and in aid thereof to mortgage said property but any such mortgage shall be subject to this Act of Dedication; and

(b) the right of Association to levy reasonable admission and other fees for the use of any of the Association's facilities situated upon the common areas by the Owners and their families, guests and invitees; and

(c) the right of Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default or foreclosures, provided however, that the same are in conformity with the other provisions of this Act of Dedication; and

(d) the right of the Association to establish from time to time rules and regulations relative to the Property and to limit the number of guests and invitees of members to the use of any of the Association's facilities which are developed upon the common areas, including easement areas; and

(e) the right of the Association to assess the members as is hereinafter provided, and the right of the Association to suspend the voting rights for any period during which any assessment remains unpaid and for any period for any infraction of any of the rules and regulations of the Association; and

(f) the right of Association to dedicate or convey all or any part of the common areas to any public, state, parish or municipal agency, or authority for purposes consistent with the purpose of this Act of Dedication, provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless approved by a vote of at least fifty-one percent (51%) in interest of the voting power of the members of the Association at a meeting for which written notice of the purpose and proposed action has been sent to each member at least thirty (30) days prior to the meeting; and

(g) the right of Association to grant rights-of-way and easements for any public utility purpose to any state, parish or municipal agency, public utility or to Developer for the purpose of the installation and maintenance of such utilities as may be necessary to serve any portion of the Property; and

(h) the right of Association to have ingress and egress through any Lot, Tract or other part of the Property for doing work relative to fences or other matters the Association is to handle.

(i) the right of Association to do all things necessary to carry out and implement the terms, conditions, and purposes of this Act of Dedication.

Section 2. Developer's Rights of Control. Developer may, at its option, retain legal title to the common areas until such time as it has completed improvements thereon and until such time as, in the opinion of Developer, Association is able to maintain the same; but, notwithstanding the aforesaid, Developer covenants that it will convey the common areas to Association at least by the time all Lots have been sold by Developer and occupied as residences. Association shall accept ownership of the common areas upon the Developer conveying same to Association; and irrespective of anything to the contrary herein, this provision cannot be changed, amended or modified without Developer's consent. While the common areas are in the ownership of Developer, Developer as it deems appropriate may and shall have the authority and right to exercise the rights and obligations of Association hereunder, and the right of Developer to do so shall prime the rights of Association pertaining thereto.

ARTICLE V

Section 1. Annual Assessments. Each Owner of a Lot shall pay to the Association, in advance, a sum (herein elsewhere sometimes referred to as "assessment") equal to the Owner's proportionate share of the sum estimated by the Association to meet its annual expenses, including, but in no way limited to, the following:

(a) the cost of all (a) maintenance, repair, and operating expenses of the common areas, the fence easement areas and fences thereon, and services furnished, including charges by the Association for facilities and services furnished by it, and (b) management, administration and professional fees and expenses, if any; and

(b) the amount of all taxes and assessments levied or expected to be levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

(c) the cost of property, liability and other insurance for the common areas including easement areas, and otherwise pertaining to the Association, and the cost of such other insurance as the Association may obtain; and

(d) the cost of security guard service or other type of security service, mosquito spraying, garbage and trash collection and all other utilities and services which may be provided by or contracted by the Association, whether with respect to the common areas or otherwise; and

(e) the cost of maintaining, replacing, repairing and landscaping the common areas, the retention ponds, drainage easements and related appurtenances, including fence easement areas and other easement areas, and the cost of such equipment, materials, supplies and personnel as the Association shall determine to be necessary and proper; and

(f) the cost of funding all reserves established by the Association, including, but not by way of limitation, a general operating reserve and a reserve for replacements; and

(g) the cost of such other matters as the Association's Board of Directors or members shall deem to be common expenses.

The Association shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Installments of annual assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. Any Owner may prepay one or more installments of any assessment levied by the Association, without premium or penalty.

The Association shall make reasonable efforts to fix the amount of the assessment against each residential Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the residential Lots and assessments applicable thereto which shall be kept by the Association and shall be open to inspection by any Owner upon reasonable notice to the Association. Written notice of the assessment shall thereupon be sent to the Owners. The omission of the Association, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed to be a waiver or modification in any respect of the provisions of this Article, or a release of any Owner from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No Owner may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common areas or by abandonment of any residential Lot belonging to the Owner.

Section 2. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy a special assessment or assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements or equipment, including the necessary fixtures and personal property related thereto, or for such other purposes as the Association may consider appropriate, provided that any such assessment shall have the approval of at least fifty-one percent (51%) in interest of the voting power of the Association. A meeting of the Owners shall be duly called for this purpose, written notice of which shall be sent to all Owners at least ten (10) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Reserve for Replacements. The Association may establish and maintain a reserve fund for replacements and repairs by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Association. Such fund shall be conclusively deemed to be a common expense of the Association and shall be deposited with a bank or other financial institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Association, be invested in obligations of, or fully guaranteed as to the principal by, the United States of America. The reserve for replacements and repairs may be expended only for the purpose of effecting the replacement or repair of the common areas and related facilities, replacement or repair of equipment, and operating contingencies of a nonrecurring nature. The proportionate interest of any Owner in any reserve for replacements and repairs shall be considered an appurtenance of the Owner's Lot and shall be deemed to be transferred with such Lot.

Section 4. Non-Payment of Assessment. Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the Owner to pay such assessment shall remain the Owner's personal obligation and a suit to enforce collection for non-payment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within ten (10) days after it is due, may, at the Association's option, bear interest at the legal interest rate, and may also, at the Association's option, subject the Owner obligated to pay the same to the payment of such other penalty or late charge as the Association may fix, and the Association may bring an action at law against the Owner personally obligated to pay the same, in which event such interest, penalties, late charges, costs and reasonable attorney's fees shall be added to the amount of the applicable assessment. The Association may also notify the holder of mortgages on any Lot for which any assessment levied becomes delinquent and in any other case where the Owner of a Lot is in default with respect to the performance of any other obligation hereunder, but any failure to give such notice shall not affect the validity of any lien levied or to be levied pursuant to this Act of Dedication.

The Association may post a list of Owners who are delinquent in the payment of any other fees which may be due the Association, including any installment thereof which becomes delinquent, at any prominent location within the Property.

Additionally, the Association shall have lien privileges as provided by law, particularly LSA R.S. 9:1145 - 9:1148, or successor provisions as applicable.

Section 5. Assessment Certificates. The Association shall upon request furnish to any Owner liable for any assessment levied pursuant to this Act of Dedication (or any mortgagee or other party legitimately interested in the same) a certificate in writing signed by an officer or management agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

Section 6. Acceleration of Installments. Upon default in the payment of levied pursuant to this Act of Dedication, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Association and be declared due and payable in full.

Section 7. Additional Default. Any recorded mortgage secured on a Lot may provide, if the parties thereto so desire and agree, that any default by the mortgagor in the payment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, shall likewise be a default in such mortgage or the indebtedness secured thereby; but failure to include such a provision in any such mortgage shall not affect the validity of such mortgage or the indebtedness secured thereby.

Section 8. Commencement of Membership Assessment. The obligation for Owners relative to payment of assessments shall commence upon the Owner acquiring title to the property. The first installment of such annual assessment shall be made for the installment period during which title is acquired and shall become due and payable on the date title is acquired.

Section 9. Assessments by Developer. Until Developer transfers the common areas to Association, the amount of assessments shall be determined and levied by Developer and the aforesaid provisions will be applicable to this assessment.

ARTICLE VI

Section 1. Easements for Utilities and Related Purposes. In addition to the easements shown on the Providence Subdivision plats, the Association is authorized and empowered to grant from time to time such licenses, easements, servitudes and rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, drainage, underground conduits and such other purposes related to the providing of utilities as may be considered necessary and appropriate by the Association for the orderly maintenance and preservation of the common areas or for the preservation of the health, safety, convenience and welfare of the Owners and the Property, and in furtherance of such purposes the Association may also relocate or otherwise alter the easements and servitudes shown on the subdivision plat or otherwise. The Association is also granted an easement affecting all parts of the Property for such purposes as ingress, egress, and all other matters relative to the reasonable performance of the affairs of the Association.

Section 2. Easements of the Association and Owner. The Association is granted rights of ingress and egress over common areas and are also granted such other easement rights as are available for the use by the Association, but all subject to the terms and conditions of this Act of Dedication and the rules and regulations of the Association.

Section 3. Easements for Perimeter Fences. The Association is granted a three (3.0) feet wide fence easement on the east lines of Phase One and Phase Three, on the south line of Phase Two and Phase Three, on the west line of Phase Two and on the north lines of Phase One and Phase Two for the purpose of having subdivision fences for the Property, including rights to repair, replace, alter, construct, and maintain the fences. The Association also is granted an easement for ingress and egress across the Property for the performance of these matters relative to these fences.

ARTICLE VII

Section 1. Architectural Control Committee. An Architectural Control Committee is hereby established for all Phases of Providence Subdivision and related appurtenances. This committee shall consist of all three (3) members and the three (3) initial committee members shall be appointed by Developer. This Committee may designate one or more of its members to render and communicate its decisions. No Dwelling, building, fence, wall or any other structure shall be commenced, constructed, erected or maintained on the Lots, nor shall any exterior addition to, change, replacement, or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same, along with grading plans and drainage plans of the lot, shall have been submitted to and approved in writing by the Committee. The Committee in deciding on approval shall among other things consider the harmony, external design and location of these items and their effect on the values and amenities of the subdivision, taking into full consideration the views, quality, appearance, beauty, attractiveness and topography of the subdivision. If, however, the Committee fails to approve or disapprove the proposed design and construction within thirty (30) days after the plans and specifications have been submitted to it, then approval will be deemed as having been granted.

The initial members of the Architectural Control Committee shall be Terrell Heard, Larry Toups and Jennifer Toups. These individuals shall remain as members of the Committee until such time as: (a) they resign, or (b) until successors are appointed by Developer, or (c) until 135 Lots are sold by Developer, at which time the Association shall be responsible for appointing successor members to the Architectural Control Committee. At this time any successor member(s) must either be a member of the Association or one or more of the three (3) initial members of the committee as reflected above. Any appointment by the Association of a successor member must be approved by 75% of the voting power of the Association members.

The provisions hereof shall be liberally construed to effectuate the purposes hereof. Enforcement of any of these provisions shall be by any legal proceedings against any person or entity violating or attempting to violate any provision, either to restrain, or enjoin violation, or seek specific performance, or to recover damages, or any other procedures or recovery permitted by law, or any or all; and the failure, or forbearance by either the Developer, the Association or an Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Developer, the Association or by any Owner. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach, or any attempted violation or breach, of any of the aforesaid provisions cannot be adequately remedied exclusively by recovery of damages. In addition to actions for damages, or any other actions permitted by law, relief by injunction and specific performance are also authorized and permitted and may be sought by the Developer, the Association or any Owner.

ARTICLE VIII

Section 1. Restrictive Covenants.

1. Lots shall only be used for single family residential purposes, except Lots 127 through 136 which may be utilized for a road by Developer only. A single family is defined as one family consisting of a mother, a father, and their children.

2. No Dwelling or other structure is permitted on any Lot which exceeds two and 1/2 (2-1/2) stories in height, including, without limitation, Dwelling, garage or other buildings, and none of these can exceed 38 feet in height. Soil conditions for the construction of improvements are the responsibility of the Lot Owner. No Dwelling or other improvements which are located in the subdivision shall be permitted to fall into disrepair. All Dwellings, improvements, lawns, and landscaped areas shall be maintained in good, neat condition and repair.

3. The front side of a Dwelling shall face its front Lot line.

The front Lot line of Lots 1 through 20, Lots 45 through 48 and Lots 59 through 105 is L'Acadie.

The front Lot line of Lots 21 through 44 is Tuscany.

The front Lot line of Lots 49 through 58 is Pueblo.

The front Lot line of Lots 106 through 112 and Lots 139 through 148 is Providence Way.

The front Lot line of Lots 137 and 138, and Lots 113 through 136 and Lots 146 through 159 is Promenade.

No building or structure is permitted on any Lot between the front set back line and the front Lot line. No shrubs exceeding five feet in height shall be permitted on a Lot in front of the front set back line or in the rear portion of a Lot beyond the rear set back line.

Whatever its use, no Dwelling, building or appurtenance thereto including, without limitation, roof overhangs, eaves, fireplaces, and bay windows shall be closer than five (5) feet from any adjacent Owner's property line. Whatever its use, no Dwelling, building or appurtenance, including, without limitation, roof overhangs, eaves, fireplaces, and bay windows, on a corner Lot shall be closer than five (5) feet from the side street line bordering that Lot. Whatever its use, no Dwelling, building or appurtenance thereto including, without limitation, roof overhangs, eaves, fireplaces and bay windows shall be closer than fifteen (15.0) feet from the front lot line of that particular lot.

4. No Lot may be divided into a smaller tract, except that an Owner may acquire all of an adjoining Lot, subject to the approval of the Developer or the Architectural Control Committee, and, if so, these combined properties shall be considered as one Lot for the purposes of these Restrictive Covenants and all other applicable matters contained in the Act of Dedication.

5. All dwellings must be built on a concrete slab, or as otherwise approved by the Architectural Control Committee. No Dwelling shall be constructed with an enclosed living area containing less than 2000 square feet. Upon completion of construction, the interior portions of the Dwelling must also be completed and finished, and the entirety of all living areas must be completed with central air conditioning and heating. All air-conditioning compressors and pool equipment shall be visually screened from the street and from side yard view by appropriate fencing, screening, or landscaping. If window mounted air-conditioning or heating units are used in non-living area spaces, they must be installed in such a way that they are not visible from the street or adjacent side-yards. The enclosed living area of the first floor in a multiple story Dwelling shall have at least a floor area of 1400 square feet. These minimum living area requirements shall be exclusive of attics, porches, garages, unheated storerooms, and other similar areas.

Additionally, the construction of any home on a lot must be completed within two (2) years from the date of purchase of that lot and the construction of the exterior of any home must be completed within six (6) months from the date the construction of the home begins.

6. "Dome homes", as that term is commonly used, and similar housing construction are not permitted. All homes constructed in the subdivision must be generally consistent with all other homes in their architectural design, and all such homes must be approved by the Architectural Control Committee as reflected herein.

7. Garage apartments are not permitted.

8. Garages on lots with alleyways shall face the alleyway. Each Dwelling must have a garage sufficient in size to accommodate at least two full size automobiles and must have a concrete, stone or brick driveway being at least twelve (12) feet in width extending from the street curb to the garage. Driveways must be at least one foot in distance from a side Lot line. All garages must be enclosed on all sides. The garage must have a garage door kept closed except when vehicular ingress or egress is being used. Carports are not permitted. All driveways must have a brick apron where the driveway meets the street, or some other type of stamping approved by the Architectural Control Committee.

Garages and driveways are to be built with "J" drives where possible to minimize the number of front facing garages. Driveways and garage locations shall be approved by the

Architectural Control Committee. Any garage door which is permitted to face the front lot line or any street must have a decorative door approved by the Architectural Control Committee.

9. If any garage is subsequently incorporated into the living area of any Dwelling, a replacement garage of a permanent and conforming nature to the Dwelling shall be erected either immediately before or simultaneously with the construction which incorporates the former garage into the living area

10. Each Dwelling must have a sidewalk of stone, concrete or brick, at least 48 inches in width, from the front entry of the Dwelling to the street curb or to the driveway.

11. Mail and paper delivery boxes shall only be placed in the front portion of a Lot at street side. These also must meet governmental requirements. Mail, paper delivery boxes, gas lanterns and fountains must be purchased from Canal Place Land and Development or Heard Development.

12. Except for used brick and decorative elements such as shutters, large beams, flooring, paneling, and similar items made of old or antique materials, no other used materials may be used in constructing any Dwelling, building or appurtenance. Exterior shutters must be made of wood. The use of sheet metal in any form, such as corrugated galvanized iron, is prohibited on roofs, dwellings, or buildings, unless approved by the Architectural Control Committee, except that copper metal trimming is permitted. The use of vinyl siding, metal siding, or plywood siding is prohibited, except for eaves and soffits. The use of any other metal in any form, such as corrugated galvanized iron or iron must be approved by the Architectural Control Committee. All plans, specifications, materials and exterior colors to be used on any Lot for any purpose must be approved by the Architectural Control Committee prior to initial construction and also prior to any subsequent changes.

13. The pitch of the main roof should be not less than a 8:12 pitch. The Architectural Control Committee may approve a lesser pitch if the Owner can justify that it is more appropriate to the proportions of the house. Roof colors that may be used are browns, grays or terra cottas. Roofing materials that may be used are clay tile, composition architecturally cut shingles, laminated composition architecturally cut shingles, concrete shingles, true slate shingles, imitation slate shingles and cedar shake shingles. Any other roofing colors or materials, including but not limited to, full false shadowline shingles, must be approved by the Architectural Control Committee. Only shingle covered ridge vents are allowed. Concrete ridge or copper ridge caps are encouraged.

14. All exposed portions of chimneys must be brick, stucco or synthetic stucco. Chimney caps are required and materials may be brick, slate, terra cotta, anodized aluminum or copper. Stack vents are to be painted the color of the roof and must be located in the rear of the home where possible.

15. All windows facing streets, to insure qualify control, must be either Pella windows or windows of similar quality and be approved by the Architectural Control Committee.

16. Gazebos and pigeonniers are permitted provided they are compatible architecturally with the design of the Dwelling in both form and material.

17. No fence shall be erected beyond the front wall residence of the main dwelling. All fences must be approved by the Architectural Control Committee prior to construction beginning.

No fence shall be higher than six feet above the ground level of the Lot as it existed upon the date of recordation of the subdivision plat.

Fences must be constructed of wood, ornamental iron, wrought iron, anodized painted aluminum or masonry, and are subject to the approval of the Architectural Control Committee. All fences which are located between homes must be shadow box 1 x 12 or as otherwise approved by the Architectural Control Committee prior to construction.

Chain link fences are prohibited, except for pet kennels and as hereinafter provided those chain link fences for pet kennels must be landscaped as hereinafter provided, *and after* approval of the Architectural Control Committee.

All fences must be maintained and repaired on a regular basis to maintain their original appearance and condition.

Shrubbery or hedges are not permitted along Lot lines between the front Lot line and the front set back line, nor on any front or rear Lot line; the intent of this being that fences (whether shrubs, hedges or otherwise) are not permitted except within the interior of a Lot's front and rear set back lines. However, shrubbery or hedges may be placed by an Owner on the Owner's Lot along a fence where there is a fence in a fence easement area.

The above fence restrictions shall not apply to any fence erected by the Developer or the Association on a fence easement area. Fences on the fence easement areas shall not be higher than eight feet in height above the ground level of the Tracts as it existed upon the date of recordation of the subdivision plat. Each lot owner shall maintain and repair its respective fence constructed by the Developer or the Association on the fence easement areas, and no such fence shall be defaced, changed, modified or removed without approval of both the Owner of the Lot where the fence is located and the Developer or the Association.

18. No building of any nature may be acquired elsewhere and moved onto or re-erected on any Lot. However, small playhouses for children are permitted but must be placed within the set-back lines where buildings are permitted. No structure of a temporary character, and no shack, barn, stable, or outdoor clothes dryer or clothesline for hanging clothes is permitted on any Lot at any time.

19. Lot Owners must keep their respective Lots clean and free of trash or rubbish at all times and shall regularly keep the grass mowed and keep lawns in a neat, clean, sanitary and attractive condition. During construction the Owner or building contractor shall provide port-a-john service for workers on the property.

Lots must be sodded. Lot Owners must spend a minimum of 2-1/2% of the total cost of the home construction on landscaping if done by a professional landscaper, or at least 1-1/2% of the total cost of the home construction on landscaping materials if done by Owner. Landscaping shall include two (2) trees to be placed in the front yard of the Lot, along with a horticultural balanced combination of shrubs, flowers and bedding.

All dirt and stone must be spread and leveled in a reasonable time period after it is deposited on a Lot. Lot Owner shall be responsible for any mud tracking cleanup due to construction on their lot and for any cleanup of same. The Association and/or Developer may perform the cleanup after notice to Owner and assess the costs of the cleanup to the Owner pursuant to the assessment procedures reflected in the Act of Dedication.

20. All other buildings, of whatever kind and for whatever use, on each Lot must be composed of materials conforming to those used on the exterior of the Dwelling. Storage sheds must be attached to the home, carport or garage and shall be constructed of the same materials as the residence. The Dwellings and other buildings on each Lot must be on concrete slabs or other type of foundation constructed of masonry materials. However, no prefab, free-standing structures shall be permitted except for children playhouses as stated above. Also, pool houses and cabanas associated with the use of swimming pools may be free-standing if adjacent to the swimming pool. All such buildings, sheds or dwellings are subject to the approval of the Architectural Control Committee.

21. Wherever natural drainage exists, nothing shall be done to obstruct or impede such drainage unless: (1) the Developer or Association approves the new drainage in advance, and (2) adequate provisions are made so that the drainage flow will not be made more burdensome to any other Lot or Tract. Additionally, all grading and drainage plans for each lot must provide for the drainage to flow to the street immediately adjacent to that lot, unless otherwise approved by the Architectural Control Committee.

The drainage catch basins and the related drain pipes, the water meter boxes and the sanitary sewer service line cleanouts may not be obstructed or damaged by anyone and must be left exposed and accessible at all times.

22. No vegetables or fruits shall be planted or grown on any Lot except in the area from the rear foundation line of the Dwelling to the rear property line, and same must be of a height not to unreasonably block the view of occupants of adjacent Lots.

23. No animals, livestock or poultry of any kind shall be permitted in the subdivision except domesticated, licensed, and properly inoculated household pets. Any such pet is prohibited from roaming freely within the subdivision. Any pet outside of a Dwelling or a fenced area must be controlled by adequate leash by a responsible individual, and must not be a nuisance, danger or disturbance to occupants of the subdivision. Any outside kennel for pets must be landscaped to keep the kennel out of view of street areas and also out of view of occupants of adjacent Lots.

Any kennel must be properly maintained to keep same sanitary and reasonably odorless. There shall be no more than one pet kennel on any Lot, and that kennel cannot have a ground or floor area in excess of 150 square feet, and if it has a roof the roof must be of the same material and type as the roof on the Dwelling. Pet kennels must be located within the set-back lines where buildings are permitted.

24. No noxious, offensive, unsanitary, unsightly, or unusually noisy activity may be carried on upon any Lot nor shall anything be done thereon which might be considered a nuisance to the occupants of the subdivision. "Garage Sales", as that term is commonly used, and similar activities are not permitted. No Lot shall be used as a dumping ground for rubbish, debris, trash, cuttings, garbage, nor shall waste of any kind be deposited or kept, except in sanitary containers. All equipment or containers for the storage of such matter shall be covered and kept in a clean and sanitary condition. The unreasonable accumulation of such matter is prohibited. No burning of leaves or trash, and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on a Lot; provided, however, that the storage of building materials and equipment shall be permitted during periods of construction, remodeling or renovation of improvements located upon a Lot. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon a Lot.

25. Except for entrance signs, directional signs, signs for traffic control or safety, no signs or advertising devices of any character, including but not limited to construction signs and political signs, shall be permitted in the subdivision; provided, however, that one temporary real estate sign not exceeding five square feet in area, may be erected upon a Lot that has been placed upon the market for sale or rent, and any such temporary real estate sign shall be removed promptly following the sale of such Lot.

26. No exterior antennas or towers for radio, television or shortwave purposes are permitted. No exterior satellite dishes exceeding 24" in diameter are permitted. Satellite dishes that are permitted must be screened or otherwise buffered from view.

27. Each Lot Owner will be responsible for sewer, water, gas, electricity and other utilities service hook up and service costs.

28. All vehicles, trailers, trucks, campers, camp trucks, motor homes, house trailers, travel trailers, equipment, machinery, lawn upkeep items, and other similar items, and their appurtenances, must be kept in an enclosed garage or storage room.

The exterior storage of boats, campers, buses, van bodies, trailers, motor homes and/or any other recreational type of vehicle or equipment is prohibited, even on a temporary basis.

No trailer, mobile home, motor home or recreational vehicle of any kind shall be used as a residence, even on a temporary basis. No automobile, truck, or other motorized vehicle of any kind or type, except those used regularly by a resident shall be permitted to remain on any Lot outside a garage or to be parked on the street adjacent to any Lot, even on a temporary basis. No overnight parking of any vehicle on a street in the subdivision is permitted.

Recreational "Go-carts and other "off-road" vehicles are not permitted in the subdivision, except for bicycles and residential lawn maintenance equipment.

29. All boats, boat trailers, motor homes and campers must be kept in enclosed garage.

30. Except for bona fide emergencies, no repairs or extra-ordinary maintenance of automobiles or other vehicles shall be performed on the Lot; provided, however, that this restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage.

31. If a patio is enclosed or bordered, the material for the enclosure or bordering shall only be brick, stucco, wrought iron, or a material approved by the Architectural Control Committee.

32. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or producing or removing oil, gas or other hydrocarbons, minerals, sand or gravel.

33. All architectural plans shall include and show the location of any underground pipes, utilities or other items that the Owner desires to install on the Lot. The Owner shall also be aware of any underground pipes, utilities or other items and easements on or affecting Owner's Lot and Owner shall be responsible for any repairs for damages caused to those items.

34. The Lots and the placing and servicing of utilities to the Lots shall be subject to the utilities design requirements imposed by the appropriate agency or municipality having authority to do so. No above surface utilities of any kind, including electrical lines, shall be installed or allowed on any Lot.

35. All Owners and prospective Owners are hereby notified that underground electric service lines will extend under the Lots in order to service the residential structure thereon, and the underground lines shall be subject to ingress and egress by the utility company, and the Owners shall ascertain the location of the lines and keep the area over the route of any such line(s) free of excavations and clear of structures, trees or other obstructions. All service connection fees are the responsibility of the Lot Owner. Residential and street lighting service in the subdivision shall be provided subject to the utility company's general terms and conditions.

Section 2. Enforcement; Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the provisions contained herein shall occur be maintained upon or about any Lot, or in the event of any other conduct in violation of any of the provisions and requirements herein, then the same shall be considered to have been undertaken in violation of this Act of Dedication and, upon written notice from the Association such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days, or such shorter period as may be given in any such notice, after notice of such violation is delivered to the Owner responsible for such violation, then the Association shall have the right, through its agents, officers, employees, committees, or otherwise, to enter upon such area and to take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the cost thereof may be assessed against the Lot upon which or about such violation occurred, and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a binding personal obligation of the Owner of such Lot, and it shall be an assessment in all respects as provided elsewhere in this Act of Dedication. The Association shall have the further right, through its officers, agents, employees, committees, or otherwise, to enter upon and any such area at any reasonable time for the purpose of ascertaining whether any violation or the provisions of this Article, or any of the other provisions or requirements of this Act of Dedication, exist on or about such area; and neither the Association nor any such officer, agent, employee, committee or other person acting for it be deemed to have committed a trespass or other wrongful act by reason of such entry or action.

ARTICLE IX

Section 1. Residential Use. As aforesaid, all Dwellings shall be used for private single family residential purposes exclusively.

Section 2. Context. Nothing contained in this Article or elsewhere in this Act of Dedication shall be construed to prohibit the Developer from the use of any Lot or Dwelling for promotional or display purposes, or prohibit the Association from having office space in a Dwelling or building.

ARTICLE X

Section 1. Common Area Availability. The Owner's right to use, as applicable and to the extent provided herein, the common areas are not severable from the Ownership of a Lot, voluntarily or involuntarily, except as otherwise provided herein. This right shall automatically succeed to a new Owner upon transfer of title to a Lot, with or without specific reference to the transfer of such right in a document transferring title to the Lot. Notwithstanding the provisions contained herein, an Owner may designate a tenant occupying a Dwelling as the party entitled to exercise Owner's rights of use of the common areas to the extent provided herein, provided that upon such designation such Owner shall not also have the right to use the common areas unless the Owner is occupying another Lot; and no such designation to a tenant shall release the Owner from Owner's obligations herein, and any such tenant shall be subject to the applicable terms of this Act of Dedication and to the rules and regulations of the Association.

ARTICLE XI

Section 1. Management Agent. The Association may employ for the Association a professional agent (the "Management Agent") to perform such duties and services as the Association shall authorize in writing, including, without limitation:

(a) to establish and provide for the collection of the maintenance assessments and other assessments provided for in this Act of Dedication in a manner consistent with law and the provisions of this Act of Dedication; and

(b) to provide for the care, upkeep, maintenance and surveillance of the common areas; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common areas; and

(d) to promulgate and enforce such rules and regulations and such restrictions or requirements, as may be deemed proper respecting the use of the common areas, and the Property; and

(e) to obtain such other services, including but not by way of limitation architectural, legal and accounting services for the Association.

Section 2. Limitation of liability. Neither the Association nor the Developer shall be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or reasons beyond the control of the Developer or Association, or resulting from water which may leak or flow from any portion of the common areas or from any wire, pipe, drain, conduit or the like. Neither the Association nor the Developer shall be liable to anyone for loss or damage, by theft or otherwise, of articles which may be stored upon the common areas or any part of the Property. Neither the Association nor the Developer shall be liable for damages to persons or property accruing upon the common areas or any other part of the Property, it being understood and agreed that the use of same is at each user's own risk and liability. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or from any action taken by the Association or the Developer to comply with any law or order or with the order or directive of any state, parish, municipal or other governmental authority.

ARTICLE XII

Section 1. Duration - Amendment. The easements, privileges, restrictions and other provisions of this Act of Dedication shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, or the Association, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of recordation of this Act of Dedication, after which the said easements, privileges, restrictions and other provisions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of at least 66-2/3% in interest (with each Lot having one vote, except for the Developer having its three votes per lot as provided herein) of the Lots, has been recorded in the public records changing said easements, privileges, restrictions and other provisions in whole or in part. This Act of Dedication, and any of the easements, privileges, and other provisions herein contained, may be amended or modified in whole or in part, terminated or waived at any time by an amendment executed by the then Owners of at least 66-2/3% in interest (with each Lot having one vote) of the Lots, and duly recorded in the public records of Calcasieu Parish, Louisiana.

Irrespective of the above, no provision in this Act of Dedication as now provided involving Developer's rights, including but not by limitation, the provision in Section 2 of Article IV relative to Association accepting ownership of the common areas, can ever be changed, amended, modified, terminated or waived without Developer's consent.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property. Enforcement of any of these provisions shall be by any legal proceeding against any person or entity violating or attempting to violate any provision, either to restrain, or enjoin violation, or seek specific performance, or to recover damage, or any or all; and the failure or forbearance by the Developer or the Association or an Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, or by any Owner.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within declarations, easements, privileges, restrictions or other provisions cannot be adequately remedied exclusively by recovery of damages. In addition to actions for damages, relief by injunction and specific performance are also authorized and permitted and may be sought by the Developer or the Association or any Owner.

Section 3. Notices. Any notice required to be sent to any or Owner under the provisions of this Act of Dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as or Owner on the records of the Association at the time of such mailing.

Section 4. Severability. Invalidation of any one of these term, conditions, easements, privileges or restrictions by judgment, decree or order shall not affect the other provisions hereof, each of which shall remain in effect to the extent of equitably accomplishing the purposes hereof.

Section 5. Subdivision Development. This instrument is subject to compliance with laws, ordinances, and regulations relative to the development of subdivisions as per LSA R.S. 33:114A, or successor provisions as applicable.

Section 6. Captions. The captions contained in this Act of Dedication are for convenience only and are not a part of this Act of Dedication and are not intended in any way to limit or enlarge the terms and provisions of this Act of Dedication.

THUS DONE AND SIGNED before me, Notary Public, in the presence of the undersigned competent witnesses, at _____, _____, on the ____ day of _____, 200__.

WITNESSES:

HEARD DEVELOPMENT, INC.

(signature of first witness)

BY: _____
TERRELL HEARD, President

(please print name)

(signature of second witness)

(please print name)

BEFORE ME: _____
Signature of Notary Public

Printed name of Notary: _____
Notary Identification No. _____