

STATE OF LOUISIANA

PARISH OF LAFAYETTE

**ACT OF DEDICATION AND
RESTRICTIVE COVENANTS
OF MON CHERIE SUBDIVISION**

BE IT KNOWN, that on this ____ day of March, 2022, before me, the undersigned Notary Public, duly qualified in the State and Parish aforesaid, and in the presence of the undersigned witnesses personally came and appeared:

RBA INVESTMENTS, LLC, a Louisiana Limited Liability Company represented herein by its Co-Managers, Steven Ashy, Jr. and Russell Broussard, Jr. pursuant to the authority contained in the Articles of Organization filed with the Louisiana Secretary of State;

who declared that appearer is the owner of the following described property:

That certain tract of land in Lafayette Parish, Louisiana, being located in Section 19, T-11-S, R-5-E. Said tract contains 40.00 acres.

Said parcels are more particularly described as:

That certain tract of land together with all buildings and improvements thereon and all the rights, ways, privileges and servitudes thereto pertaining, situated in Section 19, Township 11 South, Range 5 East, in the Parish of Lafayette, containing FORTY (40) ACRES, and being depicted on that certain plat of survey prepared by D. Ralph Caffery and Associates, Inc., dated October 8, 1981, and recorded under Entry No. 82-12271 as lying within the figure formed by the letters GHIFEDKJG on said plat, and having such further dimensions, measurements and boundaries as are shown on said plat of survey.

Being the same property identified as "PARCEL 1" on plat of survey prepared by PBM Surveying, LLC, dated June 6, 2020, bearing Project No. 20-078 and being described with reference to said plat of survey as follows:

COMMENCING AT THE INTERSECTION OF GUILLOT RD & LANGSTON COURT, AT A AFOUND 1-1/2' IRON PIPE LOCATED AT THE NORTHEAST CORNER OF 40 ACRE TRACT, BEING (THE POINT OF COMMENCEMENT/BEGINNING) OF SAID TRACT:

THENCE S00° 06' 58" W A DISTANCE OF 507.26' TO A FOUND 5/8" IRON ROD,
THENCE N 89° 36' 30" W A DISTANCE OF 361.50' TO A FOUND 5/8' IRON ROD,
THENCE N 89° 36' 30" W A DISTANCE OF 1087.03' TO A SET ½' IRON ROD,
THENCE N 00° 06' 58" E A DISTANCE OF 1378.56' TO A SET ½" IRON ROD,
THENCE S 88° 47' 26" E A DISTANCE OF 1018.07' TO A FOUND PINCH PIPE,
THENCE S 39° 20' 15" E A DISTANCE OF 425.65' TO A FOUND 5/8" IRON ROD,
THENCE S 43° 23' 51" E A DISTNACE OF 232.60' TO A FOUND 1-1/2" IRON PIPE,
BEING (THE POINT OF BEGINNING.)

Being the same property acquired by RBA INVESTMENTS, LLC under Entry No. 2020-20113, records of Lafayette Parish, Louisiana.

Appearer further declared that it desires to subdivide a portion of the property hereinabove described and to lay out the said property into lots for the purpose of offering the same for sale to the public. Appearer further declared that it has therefore caused said property to be surveyed and divided into Lots numbered 1 through 152 as more fully shown by reference to that certain plat of

survey prepared by PBM Surveying, LLC entitled "A Final Plat of Mon Cherie Subdivision, a Single Family Residential Development," a copy of which is attached to that act recorded under Entry No. 2022-_____ of the records of Lafayette Parish, Louisiana.

Apparar has submitted the herein above referenced plat to the City of Youngsville in order to have plat approval issued by said City. In connection therewith and in order to obtain such approval, Apparar does by these presents dedicate, create and establish exclusively in favor of the City of Youngsville, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the City of Youngsville to use same or who 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 all other items shown on the plat of survey referenced herein.

Apparar declares that in connection herewith, Apparar grants a perpetual predial servitude(s) in favor of the City of Youngsville and such other persons, entities or estates who are given authority by said government to use the servitudes, rights of passage, 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 City of Youngsville and any such individuals, entities and estates as are authorized by the City 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 and water and other utility facilities; remove all obstacles which would hamper or preclude the exercise of the servitude; and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter or heretofore constructed therein, or thereon. Apparar agrees to provide for the perpetual maintenance of any and all drainage ditches, including roadside ditches and other sewage receptors of effluent and other discharges from any and all sewer systems, to the extent they have not been accepted for maintenance by City of Youngsville, on the property with the subdivision and to perform and have performed all actions necessary to maintain, clean, clear and improve said waste water discharge as necessary and or required by law.

In connection with the exercise of the use of the servitudes created hereby, the City 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, both within and without the actual confines of

the servitudes, as same are shown on said plat, 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 provision of the Louisiana Civil Code, and in particular Article 745 thereof.

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

Appearer does further by these presents, now and forever, dedicate the following designated roads to public use unto and in favor of the City of Youngsville, and the inhabitants of said City, and unto the general public as free and public ways for the installation and maintenance of any and all utilities needed to serve the property shown on said property shown on said plat of survey, **SUBJECT TO THE FOLLOWING MINERAL RESERVATION:** Appearer hereby retains and reserves unto itself all oil, gas and other minerals and mineral rights of every kind and character located in, under or upon, or pertaining to its property which it is dedicating as the said designated roads and streets, in perpetuity, to the greatest extent permitted by law, provided however, each Appearer agrees that no surface operations shall be permitted for the exploration or extraction of such minerals on said roads and streets. Said streets have dimensions as shown on the aforesaid plat of survey and are designated as follows:

CAPE TOWN AVENUE, AMSTERDAM AVENUE, BUENOS AIRES AVENUE, ZURICH AVENUE, QUEENSTOWN AVENUE, BRUGES LANE AND PRAGUE AVENUE

Appearer further declared that the herein described tract of land, as shown on the aforesaid plat of survey and consisting of **LOTS ONE (1) THROUGH ONE HUNDRED FIFTY-TWO (152)**, inclusive and the rights of ways fronting said lots, shall be known as **MON CHERIE SUBDIVISION**, a subdivision of the Parish of Lafayette, Louisiana and hereinafter referred to as “the Subdivision”.

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, 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 31st day of March, 2037, 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 (See Paragraph 9) and provided further that they consist of the same style, color and architecture of the residence constructed on said lot and do not exceed 1,200 square feet. No "pre-fabricated" storage buildings are permitted. 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 Lots 1 – 152 involved herein. Further no building or dwelling in the Subdivision shall be used to house more than (4) non-related persons. Persons married to each other, and children of spouses shall be considered related for the purposes of these restrictions. No 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, any other improvements and fences, 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 Steven M. Ashy, Jr. and Russell Broussard, Jr. 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 a majority of the residents of MON CHERIE SUBDIVISION. 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.

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: MON CHERIE SUBDIVISION Architectural Control Committee, c/o Steven M. Ashy, Jr., 4950 Johnston St., Lafayette, La. 70503. The address may be changed by the Architectural Control Committee by act recorded in the records of Lafayette Parish. Said plans will be kept on file in the Architectural Control Committee's possession. Any deviations from originally submitted plan must be approved by the Architectural Control Committee in writing in the manner stated above.

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 in the nature, exterior color scheme, kind, shape, height or materials used, 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 buildings with that of adjoining buildings;
- 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;
- F. Any other matter which, in the sole judgment of the Architectural Control Committee, would cause the proposed buildings to be inharmonious with the general plan of development or with the buildings located upon other lots in the vicinity or detracts 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 must be maintained 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.

4. Each residence constructed in this Subdivision shall be erected on a plot of ground not less than 5,911.34 square feet. No lot shall be subdivided without the prior written consent of the Architectural Control Committee, its successor or assigns.

5. All residences shall contain at **least seventeen hundred (1,700)** square feet of conditioned living space, exclusive of porches, storerooms, garages and carports.

6. It is the intent of this development to have houses that differ in design while still maintaining overall compatibility in the Subdivision.

- A. The exterior material used on all residences will be of sound, durable, attractive, low-maintenance up-keep material, that is painted, stained or built of colored material.
- B. A minimum of eighty (80%) of the roof area shall be at a 9/12 pitch or greater and the front of each residence shall have 9-foot (or greater) plate line. No metal or tin roofing is allowed. Copper roofing is allowed when used as an awning cover. Roofing material shall be a laminated shingle with a minimum 25-year warranty or equal or better, or as may be approved by the Architectural Control Committee. No roll roofing shall be permitted. Solar panels will be allowed on the roof area, provided they are not visible from the street in front of the house and that the location of said solar panels have been approved by the Architectural Control Committee prior to installation.
- C. No vinyl or metal siding is permitted except vinyl is permitted for soffits; overhead of porches, garages or carports, and aluminum is permitted for fascia. Further, the

Architectural Control Committee may approve the limited use of vinyl siding on dormers where same does not detract from the purposes set forth above.

- D. A minimum of seventy (70%) percent of the exterior walls of all residences shall be composed of brick, brickveneer, stucco or EFIS wall system. The front exterior of all residences shall be at least 70% brick, stucco or EFIS wall system.
- E. 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.
- F. Except as allowed in this paragraph, each residence shall be constructed with a minimum of a two (2) car enclosed garage. Open two car carports are allowed on those lots where the carport is not visible from any street bordering the lot and the carport is located in the rear of the home.
- G. No aluminum patio covers are allowed.
- H. Landscaping is required to be installed in front of all residences within one year of completion of construction of the residence and the minimum landscaping required must be approved by the Architectural Control Committee. The Architectural Control Committee has the right to deny any landscaping or ornamental objects not in harmony with other homes with regard to “unmanicured themes” as found in what is commonly known as “rustic yard art”. The purpose of this restriction is to provide overall harmony with regard to aesthetic landscaping.
- I. It is **recommended** that all residences plant one (1) 7’ – 8’ Sabal Palm (Palmetto Palm) in the front yard of each residence within thirty (30) days from completion of said residence.
- J. Prior to the completion of any home, the lot shall be graded so as to have the water drain toward the street, except where developer has installed rear yard drains, then grading may be shaped to drain to the front and rear.

All property not landscaped in front of residences will be sodded with grass and will be kept mowed and in presentable condition. Grass will not be allowed to grow higher than twelve (12) 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%) percent 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.

7. The front sill or slab of every residential dwelling and porch on all lots shall be placed not less than twenty (20') feet from the front property line, with the exception of Lots 4, 11, 12, 13, 14, 44, 45, 46, 47, 58, 59, 60, 61, 75, 81, 82, 91, 92, 93, 94, 95, 96, 97, and 111, which shall be not less than fifteen (15') feet from the front property line.

8. No building shall be erected less than five (5') feet from any side lot line. In the case of corner Lots numbered 27, 28, 52, 53, 65, 72, 87, 88, 98, 101, 107, 111, 120, 124, 133, 142, and 143, the minimum set-back distances for the side bordering a street on these corner lots shall be ten (10') feet; provided, however that where the garage on a corner lot faces the street, there shall be a minimum set-back of twenty (20') feet for the garage on that side of the lot. 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 side lot line of 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 City-Parish of Lafayette and/or City 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.

9. No trash, refuse, scrap lumber, metal, or piles of garbage, and no grass, shrub or tree clippings will be allowed in the front yard 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, except at such times as may be reasonably necessary to permit garbage or trash pickup.

10. Driveways may not be constructed closer than 12" to the side property line, or any closer than allowed by the governing building code authority, especially when an electrical transformer or pedestal is located near the side property line. If driveway is constructed any closer than two (2)

feet of the property line on any lot, then driveway must slope towards said lot and away from adjoining lot.

11. 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), mail boxes, or decorative item(s) as will tend to beautify.

12. 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. No ATVs, 4-wheelers, 3-wheelers, dirt bikes or such off-road vehicles will be allowed on any lots, streets, common area, drainage easement or retention pond, or property, whether developed or undeveloped in the subdivision.

13. Exploration or production for the extraction of minerals on the surface of the property in the Subdivision is prohibited.

14. Temporary sanitary facilities used during construction must be approved sanitary type 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 parts used in newly constructed residences are accepted. Buildings that are used for additional storage shall be set back behind the rear foot line of the main house, and shall be constructed with similar material as used for the home, and shall have the same type of roofing shingles as the main home. 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 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 wood, concrete or brick. No creosote shall be used in any fence. Wooden fences may have metal posts provided however that no metal or wooden posts and no runners shall be visible from any street, it being the intention of the Developer that the better side of the fence face outward toward all of the streets. No fence or wall serving the purpose of a fence situated anywhere upon any lot in this tract shall have height greater than eight (8') 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 properly maintained.

18. The placing and parking of house trailers or mobile homes on any lot in the subdivision shall be prohibited. No motorhome, 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, hauling trailer or any type trailer, must be parked and kept behind the front set-back line within a closed building or behind a wooden fence with a minimum height of six (6') feet so that, other than the upper portion thereof, it is not openly visible from the street. No vehicle may be parked on the street in front of any residence longer than eight (8) hours and no vehicle may be placed on blocks or any immovable position on any lots or street in this subdivision.

19. Within the period provided below, each lot owner shall cause a sidewalk to be constructed as hereinafter described. Sidewalks shall be constructed in accordance with Lafayette Consolidated Government or other applicable 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 shall be constructed upon the completion of improvements placed on any lot or prior to any deadline imposed by the City of Youngsville, or the Developer, whichever first occurs. In the event the owner fails 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 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 City of Youngsville 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.

20. 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. Antennas or satellite dishes must be placed behind the front sill of the house, and said satellite dishes cannot exceed 24" in diameter. Anything larger must be behind a fence and not visible from any adjacent lots. 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. Window air conditioning and heater units are prohibited where visible from the street.

21. No altering, encroaching, dredging or damming or in anyway damaging common area and drainage easement and retention pond, edges of pond, trees and shrubs near pond, or in the pond right of way will be allowed.

22. 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, 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). Amendments affecting the side or rear set-back requirement will require only the approval of the lot owner (or owners if more than one side or rear lot line is involved) adjacent to or bounding that particular side or rear lot line which may be affected. 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.

23. 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 person violating or attempting to violate any such covenant, and either to prevent him or them from so doing and/or to recover damages, or other dues, including attorney fees, for such violation.

24. Invalidation of any one of these covenants by Judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

25. All lots herein sold shall automatically become a member of the MON CHERIE SUBDIVISION HOMEOWNERS ASSOCIATION, INC. Such membership shall be subject to the by-laws of the organization with liability for such dues and assessments as may be imposed. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to agree to pay the association such assessments as may be established by the association by a majority vote to repair, improve and/or to maintain the common areas of the subdivision, and such other assessments as may be approved by a vote of at least seventy-five (75%) percent of the votes of the association. In the event any lot owner fails to pay any of the duly authorized assessments, then the association shall be also entitled to collect interest thereon at the rate of 12% from the date due, together with costs and such reasonable attorney's fees as may be required to collect such assessment. In addition, such assessments, costs and attorney's fees shall be a charge on the land and shall be a continuing lien upon the lot from which such assessment is due from the date notice of same is filed in the mortgage records of Lafayette Parish, Louisiana, and shall in any event be the personal obligation of the person(s) owning such lot at the time when the assessment became due.

SIGNATURES APPEAR ON FOLLOWING PAGE

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:

RBA INVESTMENTS, LLC

Printed Name: _____

By: _____
STEVEN M. ASHY, JR., Member

Printed Name: _____

By: _____
RUSSELL BROUSSARD, JR., Member

NOTARY PUBLIC