

**RESTRICTIVE COVENANTS OF PRIDE'S
CROSSING "AN INDUSTRIAL DEVELOPMENT"**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on the date set forth below, before me, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

PRIDE'S CROSSING, LLC, a Louisiana Limited Liability company with its registered office located in Lafayette Parish, Louisiana, whose business mailing address is declared to be 806 E. St. Mary Blvd., Lafayette, Louisiana 70503, and being represented herein by Roy Hamilton Davis, managing member, pursuant to the authority contained in the articles of Organization filed with the Louisiana Secretary of State, (hereinafter referred to as "Apparar" or "Developer"),

who declared that it is the owner of all of the lots in Pride's Crossing "An Industrial Development" located in Sections 18 and/or 75, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, as per plat of survey prepared by Paul L. Miers, R.L.S., dated September 18, 2013 (said lots collectively referred to as the "Development") a copy of which is recorded under Entry No. 2013-42637 of the records of Lafayette Parish, Louisiana.

Apparar does further declare that the above referenced plat of survey was submitted and approved by the Lafayette City-Parish Department of Planning, Zoning and Codes for the perpetual use and maintenance of the servitudes, rights of passage, rights of way and other items all as shown on that certain plat of survey attached to the Act of Dedication of Servitudes recorded under Entry No. 2013-42637 of the records of Lafayette Parish, Louisiana. The servitudes shall be subject to said use as approved by the Lafayette City-Parish Consolidated Government and those authorized by it for the purposes for which they are intended by those having the need or responsibility or providing utilities, drainage, and other services to the Development; and unto the general public those streets and rights-of-way designated on said survey, **SUBJECT TO THE FOLLOWING MINERAL RESERVATION:** Apparar 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 said designated roads and streets in perpetuity, to the greatest extent permitted by law, provided, however, Apparar agrees that no surface operations shall be permitted by Apparar for the exploration or extraction of such minerals on said roads or streets.

Appearer further declares that in order to dispose of the lots situated in the Development to the best advantage and to assure all prospective purchasers that said lots will be properly and uniformly developed and to make said lots more desirable and attractive, it binds itself, its successors and assigns, not to sell any of lots situated in the Development, unless under the following restrictions which are covenants to run with the land, and it does hereafter 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 1st day of December, 2043, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless a 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 in part.

ARTICLE I

DEVELOPMENT CONTROL COMMITTEE ("COMMITTEE")

No structure, as defined in this dedication, shall, be commenced, erected, placed, moved on to or permitted to remain on any lot nor shall an existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot unless plans, specifications and required information shall have been submitted to and approved in writing by the Development Control Committee (herein referred to as the "COMMITTEE") or any of its members designated by the COMMITTEE to act. Until changed by act recorded in the conveyance records of Lafayette Parish, the COMMITTEE shall consist of R. Hamilton Davis.

The COMMITTEE shall review the plans for harmony of external design and location in relation to surrounding structures and topography. Such plans and specifications shall be in such form and shall contain such information as may be required by the COMMITTEE, but in any event, shall include a plan or plans showing and detailing the following:

- (1) A complete building and site plan and all exterior elevations of the property showing the nature, exterior color scheme, kind, shape, height, materials, and locations of any improvements to be placed on the lot;
- (2) The location of the improvements with reference to the structures on adjoining portions of the property and the number and location of all parking spaces;
- (3) The proposed landscaping and location of trees;
- (4) The proposed surface or subsurface storm drainage plan;
- (5) The proposed location of sanitary sewerage, water, electrical and gas service lines; and
- (6) Such other additional information as may be required by the COMMITTEE.

All plans and specifications, or requests for approval, required to be submitted to the COMMITTEE shall be mailed or delivered to the following address: Development Control Committee, c/o R. Hamilton Davis, 806 E. St. Mary Blvd., Lafayette, Louisiana 70503. In the event the COMMITTEE fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, approval will be deemed given and this Article will be deemed to have been fully complied with. Denial of approval by the COMMITTEE shall be given in writing. Approval of any such plans shall terminate and be considered void if construction is not begun within six (6) months after such approval, unless such six (6) month period is extended in writing by the COMMITTEE, in which event the extended time period shall be applicable.

The COMMITTEE shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (1) Failure of such plans and specifications to comply with any of the restrictive covenants of the subdivision;
- (2) Incompatibility of any proposed structure or use with the existing structures or uses upon other property in the vicinity. Examples of incompatibility, but not by way of limitation, would be (i) the duplication of an adjoining building, or (ii) fences of incompatible design or materials;
- (3) Rejection of the site plan, clearing plan, drainage plan, or landscaping plan for any lot for their failure to meet the overall planning objectives of the Development to promote a functional, well designed and landscaped industrial development; or
- (4) Any other matter which in the judgment of the COMMITTEE would render the proposed structure, structures, or uses inharmonious with the general plan of improvement of the property or with structures or uses located upon other lots in the vicinity.

Upon the dissolution of the COMMITTEE by the lapse of ten (10) years from the date hereof or by sale of one hundred (100%) percent of the lots or by the resignation of all of its members, whichever first occurs, the function and authority of the COMMITTEE, as described in this act may be performed by a COMMITTEE of at least three (3) persons, but not more than five (5) persons, appointed by the vote or concurrence of the individuals or entities owning two-thirds (2/3) of the lots in the Development, each owner shall have one vote for each lot owned. It will take at least a majority of the appointed members to concur on any action taken. No member of the COMMITTEE shall be entitled to any compensation for services performed pursuant to this covenant.

Purchasers of lots subject to these restrictions waive any liability of the Developer or the COMMITTEE for, and agree that neither the COMMITTEE nor its members or any architect or agent thereof, nor the Developer, or any agent, or employee of any of the foregoing, shall be

responsible in any way for any failure of structures to comply with requirements of applicable building, subdivision or zoning laws and/or regulations.

ARTICLE II

COVENANTS AND RESTRICTIONS

Except for the activities of the developer in connection with the development of the infrastructure of the Development, which activities include, but are not limited to, the construction, installation, repair, alteration and maintenance of water, sewer, drainage, natural gas, electrical, telephone and communications, and cable television lines and facilities within the utility and drainage servitudes herein established, the following restrictions shall apply to all of the lots in the Development:

1. **Application:** The restrictive covenants herein contained are for the mutual benefit and protection of the owner, present and future, of each lot of the Development, and they shall run with and bind the land and inure to the benefit of and be enforceable by the Developer and/or any owner present and future, of any lot included in the Development, their respective legal representatives, heirs, successors, grantees and assigns. The Developer and/or any owner, present or future, of any lot included in the Development shall be entitled to injunctive relief against any violation thereof and/or damages caused by said violation, but there shall be no right of reversion or forfeiture of title resulting from such violation. The term "Building Site" shall mean:
 - (a) Any of the twenty (20) lots, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 or 20 and shown on the plat of survey entitled Pride's Crossing "An Industrial Development", a copy of which is attached to that certain act recorded under Entry No. 2013-42637 of the records of Lafayette Parish, Louisiana, or
 - (b) A portion of any said lot, or
 - (c) A combination of two or more of any said lots, or
 - (d) A combination of two or more portions of any said lots, or
 - (e) A combination of any of the above.
2. **Use:** The Development shall be used for commercial manufacturing facilities, distribution facilities and other job creating facilities and other activities related to each of the above uses; provided, however, nothing in these restrictive covenants shall prohibit any vacant lands in the Development from being left in their natural state.
3. **Design, Control & Maintenance:** No building, fence, wall or other structure shall be commenced, erected or maintained on a Building Site and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the construction plans and specifications and the site plan showing the location of such building, fence, wall or other structure have been submitted to and approved by the COMMITTEE as to the quality of materials and workmanship, as to the harmony of the external design with the character of the Development and with existing structures, and as to the location with respect to topography, finished grade elevation, side lot lines and front lot lines and rear lot lines. Unless waived by the COMMITTEE, the entire exterior surface of any building or structure erected on a building site, facing a public road, shall not be metal nor wood. All buildings, fences, walls and other structures erected and all additions or alterations made shall conform to the construction standards specified by all governmental codes and regulations then in force. Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be

placed on any building site until the plans of such landscaping have been submitted to and approved by the COMMITTEE. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by COMMITTEE. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the COMMITTEE.

4. **Building Set-Back:** All buildings and other structures must be set back a minimum of forty (40) feet from the right of way line of any dedicated street in the Development. On a corner building site, all buildings and other structures must be set back a minimum of forty (40) feet from the street-side side property line. All buildings and other structures must be set back a minimum of ten (10) feet from any other side or rear property line. No fence or wall shall be erected nearer to the right of way line of a public street in the Development than the building set-back line. No hedges or other shrubbery obstructing total view shall be permitted nearer to the right of way line of a public street in the Development than the building set-back line.
5. **Fences:** All fences must be approved by the COMMITTEE prior to their construction. All fences facing the road must be constructed to block vision and shall be constructed of either wood, stucco, dryvit, concrete, wrought iron, painted aluminum, vinyl, brick or metal. All yard storage areas shall be screened from view of the street by a solid or slatted fence. All fences shall be properly maintained and kept in good repair.
6. **Auxiliary Buildings:** No structure of a temporary character and no trailer, house trailer, and/or manufactured or movable building, modular building, recreational vehicle, tent, barn, or other outbuilding shall be used either temporarily or permanently. This restriction, however, shall not prohibit a builder from erecting a temporary storage building and/or office on any lot during the construction on the Building Site.
7. **Open Space:** The number of square feet of open space, exclusive of building, parking lot and drives shall be at least twenty (20%) percent of the square footage of a building site.
8. **Care & Maintenance of Premises:** All buildings, fences, walls, other structures, parking lots, drives and the open space on each Building Site shall be maintained in a neat and attractive manner. If the owner of a Building Site fails to maintain the open space in this neat and attractive manner, the COMMITTEE may, at its option, after giving the owner of a Building Site ten (10) days written notice, by registered or certified mail, sent to its last known address, have the grass, weeds and vegetation cut when, and as often as, the same is necessary in its judgment and have the dead vegetation removed from the Building Site. Said cutting and removal shall be at the expense of the owner of the Building Site, the owner of the Building Site being obligated to reimburse the COMMITTEE for any expenses incurred as a result of said cutting and removal, plus an additional sum of fifteen (15%) percent of that amount for administrative costs. If the owner of a Building Site fails to maintain the exterior of any building, fence, wall or other structure in a neat and attractive manner, the COMMITTEE, at its option, after giving the owner of the Building Site three (3) months written notice, by registered or certified mail, sent to its last known address, do the following:
 - (a) Make repairs and improve the appearance in a reasonable manner, which shall be at the expense of the owner of the Building Site, the owner of the Building Site being obligated to reimburse the COMMITTEE of any expense incurred as a result of the repairs and improvements, plus fifteen (15%) percent of that amount for administrative costs, together with interest at the rate of twelve (12%) percent per annum on the total amount due the COMMITTEE from the time the work is completed, or
 - (b) Institute legal proceedings in the District Court of the Parish of Lafayette, Louisiana, to seek a Judgment ordering the owner of the Building Site to make such repairs and improvements as are necessary for the buildings, fences, walls or other structures to have a neat and attractive appearance.

In order to secure the reimbursement, the COMMITTEE shall have a lien upon such Building Site and improvement situated thereon enforceable as herein

provided. Upon performing the work, the COMMITTEE shall be entitled to file in the Office of the Clerk of Court for the Parish of Lafayette, Louisiana, a notice of its claim of lien by virtue of this contract with the owner of the Building Site. Said notice shall state the cost of said work, including administrative costs and interest, if sought. The lien shall date from the date that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until the notice of the claim of lien is filed as hereinabove set forth. The lien shall be due and payable forthwith upon the completion of the work and if not paid, the lien may be enforced by foreclosure in court in the same manner as mortgages.

9. **Parking & Loading:** No parking shall be permitted on any public street or open space. It shall be the responsibility of the owner of a Building Site to provide such hard surfaced, off-street parking within its property boundaries at a ratio of no less than two (2) parking spaces per three (3) employees. No loading dock or overhead door shall front or face public street.
10. **Waste Disposal:** Trash, garbage and other waste shall be kept in clean and sanitary covered containers. No open garbage containers or piles of garbage will be allowed to remain on any lot or portion thereof. All such containers and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from any public street.
11. **Noxious, Hazardous or Offensive Activity:** No activities which would create noxious odors, air pollutants, extreme noise or other uses that are offensive to business use shall be permitted on any Building Site or within any building situated upon any Building Site nor shall anything be done therein or thereon which may be or become unsafe or hazardous or an annoyance or nuisance to the Development.
12. **Signs:** All signs shall conform to the standards set by the COMMITTEE as to the design, specifications and location. Each lot shall be allowed one sign and must also conform to the Lafayette City-Parish Government's sign ordinance.
13. **Animals:** No animals or pets of any kind shall be fenced, caged, stored, housed or permitted to remain on any lot, or portion thereof, with the specific exception of guard dogs, which shall be chained or fenced, and seeing eye dogs.
14. **Easements:** Instruments creating easements for the installation and maintenance of public utilities are on file in the Office of the Clerk of Court of the Parish of Lafayette, Louisiana.
15. **Sewerage:** Each owner of a Building Site shall use the sewerage system available for the Development, however, if the waste from any individual Building Site is such as to cause damage to the sewer system or negatively impact on the treatment or transfer process, and by reason thereof the governmental authority having jurisdiction over the Development, refuses to allow its admission to the sewer system or requires changes to the lift station or any other part of the system, then such waste is to be pre-treated at the cost of the owner of the Building Site to permit its admission to the sewer system.
16. **Drainage Facilities:** The owner of a Building Site shall have the option to pipe and fill all or any portion of the drainage ditches which are located within the building site of the owner and the ditches along the streets on which the building site of the owner has frontage (even if such ditches are in a public right of way or dedicated street). All drainage plans shall be engineered and designed by a registered professional engineer. All pipes shall be sized to handle a rain storm with an intensity of a five (5) year storm. Drop inlets shall be included in the design. The drop inlet spacing and number shall be sufficient to properly accommodate the expected surface runoff. The drop inlets grating shall have a dimension of not less than 24" x 30".

Plans and specifications showing the design and layout of the drainage pipe shall be submitted to the COMMITTEE for review and approval prior to construction.

The owner of a Building Site shall complete the construction of the said drainage pipe simultaneously with the completion of the construction of any building on the building site.

17. **Mineral Operation.** No oil or gas drilling, mineral development operations, production or treatment facilities, refining, quarrying or mining operations of any kind shall be permitted upon any lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon the surface of any lot. No derrick or other structure designed for the use in drilling for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any lot, even temporarily.
18. **Amendment & Waiver:** Upon application being made to Developer, the Developer may waive any one or more of the restrictive covenants with respect to any Building Site if a waiver is requested by the owner of the Building Site, upon finding that such waiver would not be detrimental to the Development, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other Building Site.
19. **Liability:** The COMMITTEE shall not be responsible or liable to anyone in any way for any defect in any plans or specifications submitted, approved or revised in accordance with these restrictive covenants, nor for any structural or other defects in any work done according to such plans and specifications. The scope of review of the plans and specifications shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes and standards or any other similar factor.
20. **Enforcement:** No action in court to enforce any restrictive covenant herein by an owner or owners of any Building Site in the Development shall be brought until such owner or owners shall have referred its complaint to the COMMITTEE for the purpose of consultation or conciliation, and until a reasonable period of time shall have passed from the date of such reference.
21. **Amendment:** 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 setback 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. However, no amendment may be enacted by Developer unilaterally pursuant to the above authority without the written consent of eighty (80%) percent of the owners of the lots in the Development where such amendment affects restrictions related to the manner which these lots may be utilized (i.e., commercial use). Amendments affecting the side or rear setback 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.
22. **Enforcement of Restriction:** 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 in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing and to recover damages or other dues for such violation including reasonable attorney fees in the prosecution of said cause.
23. **Severability:** Every one of the restrictive covenants contained herein is independent of and severable from the rest of the restrictive covenants and from every combination of the provisions thereof. Invalidation by any court of any restrictive covenant shall in no way affect any of the provisions of the other restrictive covenants, which shall remain in full force and effect. The failure to enforce any of the restrictive covenants at the time of its violation shall in no way affect any other restrictive covenant nor be deemed a waiver of the right to enforce the same thereafter.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

THUS DONE AND PASSED, in the Parish of Lafayette, Louisiana, on this 29th day of November, 2013, in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES:

Amanda Biot
Signature
Amanda Biot
Printed Name
Kim Turner
Signature
Kim Turner
Printed Name

PRIDE'S CROSSING, L.L.C.

By: Roy Hamilton Davis
Roy Hamilton Davis, Managing Member

[Signature]
NOTARY PUBLIC

