

STATE OF LOUISIANA

PARISH OF CALCASIEU

RESTRICTIVE COVENANTS
FOR THE SHADOWS AT BAYOU OAKS SUBDIVISION
LOTS 1 THROUGH 102

BE IT KNOWN that before me, the undersigned Notary Public, duly qualified and commissioned in and for the aforementioned state and parish, and in the presence of the undersigned competent witnesses, personally came and appeared:

RHINO PROPERTY DEVELOPERS, L.L.C. (Developer), a Louisiana Liability Company organized under the laws of the State of Louisiana and domiciled in the Parish of Calcasieu, State of Louisiana, appearing herein through and represented by Reuben Broussard, James Randy LeJeune, and Samantha Broussard LeJeune, its duly authorized Co-Managers,

who declared that The Shadows at Bayou Oaks, L.L.C., is the owner of all of the lots in the following described property situated in Calcasieu Parish, Louisiana, to-wit:

THE SHADOWS AT BAYOU OAKS, a subdivision as per plat bearing TRACT 4, TRACT 5, TRACT 9, AND TRACT 10 OF WEST-CALCASIEU INDUSTRIAL DEVELOPMENT ASSOCIATION, INC.;

and who further declared that, in order to increase the desirability of the subdivision as a Residential Planned Community, and in consideration of the benefits to be derived by it and the subsequent owners of the said property, it does by these presents establish the following restrictive covenants and conditions which shall apply to LOTS 1 THROUGH 102 of the above-described subdivision:

1. All lots shall be used for single family residential purposes only. Neither the purchaser nor his successors or assigns shall ever use or permit to be used any house or houses erected or to be erected on said property herein described either directly or indirectly, for trade or business of any form or for any purpose other than that of a private residence. No structure shall be erected, altered, placed or permitted to remain on any lot herein described which exceeds two and one-half (2½) stories in height together with private garage, carports or other outbuildings. Nothing herein shall prevent the residential use of a lot by one, two or three single persons.
2. Only Louisiana state licensed contractors will be approved for construction of all residential houses and no “contracted by home owners” construction will be allowed.
3. No buildings shall be erected on any lot closer than twenty (20) feet to the front property line to the front most permanent structure, and no closer than five (5) feet from an interior side boundary, and no closer than five (5) feet from the rear property line. A residence constructed on a corner lot shall not be built closer than ten (10) feet to any side property line along the street. For purposes of determining the front lot line of a corner lot, the short side of the lot fronting on a street shall be deemed the front lot line, regardless of which direction the residence faces.
4. The minimum living area (heated and cooled) of residences, exclusive of porches, garages or carports or other similar areas under roof, shall be 2,100 square feet.
5. All homes shall be built on pier and beams only. Concrete slab homes are prohibited. Finished floor elevations shall meet FEMA’s flood plain requirements and, in no case shall that elevation be less than mean sea level. Chain wall construction with the porches on the front and side being pier and beam must be approved by the Developer.

6. The maximum building height for any main dwelling or residence shall be forty (40) feet as measured from the top of the foundation height. Building heights for all outbuilding/accessory structures shall be as determined by the Developer. All first floor living area ceiling heights must be a minimum of ten (10) feet. Second floor living area ceilings heights must be a minimum of nine (9) feet.

7. Roofs must have a minimum of 8 on 12 pitch. Shingles must be architectural grade only. Roof-mounted skylights on the front of a primary structure are prohibited. Ridge caps are preferred.

8. No building of any nature or kind shall be moved onto any lot. One hundred (100%) percent of the siding on the portion of the exterior of each dwelling, garage, and carport shall be constructed of brick, cement board, wood, or stone so that the exterior appearance will reflect the use of these materials. Vinyl may be used only for fascia and soffit, and is prohibited for any other purpose. All beams must be wrapped with wood or cement board. Except for used brick and decorative elements, including shutters, large beams, flooring paneling, and similar items made of antique materials, no used materials may be used in constructing any dwelling, building, or appurtenance. Copper or aluminum metal trimming is permitted. All plans, specifications, and materials to be used on any lot for any purpose must be approved by the Developer prior to construction.

9. All units must have a porch that covers at least sixty (60%) percent of the front of the unit's first floor, and must be permanently attached to the main structure and constructed of the same materials. Wrap-around porches, side porches, front balconies, and side balconies are strongly encouraged. Porch ceilings must be wood or cement board. Decks in the rear of the house can be made of brick, stone, or treated wood. Front and side decks are prohibited.

10. Exterior mullions (SDLs) are required on front windows. Interior mullions on side and rear windows are permitted. All front and corner elevation windows must meet a 2-7/8" minimum window frame width. A 2-3/4" minimum window frame width for sides and rear elevations is permitted. Window shutters shall be proportionate in size to the window. Operable and tie-back shutters are optional, but their use is encouraged on the front of residences. Shutters shall be constructed of wood or heavy plastic.

11. Each dwelling shall have a carport or enclosed garage sufficient in size to accommodate at least two (2) full-size automobiles, and shall have a concrete driveway, at least sixteen (16') feet wide, extending from the street curb to the garage. The garage or carport shall be of the same construction and roof pitch as the primary unit and shall be permanently attached to the home and built on a concrete slab. Garage door headers shall be constructed of brick, wood, or cement board. Vinyl and/or stucco headers are prohibited. Garages on the side or rear of the house shall have a set back of at least thirty (30') feet from the face of the primary structure. Front entry garages are prohibited. Carport ceilings shall be wood or cement board.

12. All front doors shall be constructed of wood. Metal clad and fiberglass doors are permitted on the side and rear of the residences only. The use of sliding glass doors is prohibited.

13. Chimneys shall be constructed of brick, wood, or cement board. An arched cover made of copper metal, copper-colored metal, or brick matching the chimney's brick is required.

14. No fence shall be more than five (5) feet in height. The use of closed fencing is prohibited. Open fencing constructed of brick, wrought iron, aluminum, or wooden pickets is acceptable. The use of chain-linked fence is prohibited, unless a variance is granted by the Developer. However, under no circumstance shall a chain-linked fence be visible from any common area, road, or adjacent unit, and such a chain-linked fence must be black-coated and screened with the use of landscaping on the inside of the property line.

15. Enclosures around pools, or for the keeping or storing of pets, shall require the review and approval of the Developer prior to construction. Prior to the construction of such an enclosure, the

Owner shall submit to the Developer detailed plans outlining the design, color, materials, and location of any such proposed enclosure.

16. Installation of a mailbox other than the standard Shadows at Bayou Oaks mailbox approved by the Developer is prohibited. All mailboxes shall be of the same design, material, and color as approved by the Developer.

17. The use of gutters is highly encouraged, but not required. If utilized, all down spouts shall extend below grade and shall be connected to a subsurface drain or pop-up drain. In all cases, any down spouts shall be directed away from foundations, and grading shall be such as to carry any roof runoff water away from the foundation of the residences. Discharge onto driveways and/or sidewalks is prohibited.

18. Where natural drainage of adjoining lots is found to exist, obstruction or impediment of such natural drainage is prohibited. Likewise, nothing shall be done to alter, obstruct, or impede any drainage improvements made by the Declarant or Builder.

19. Exterior screening of trash containers and mechanical and utility equipment is required.

20. Thru-wall or window air-conditioning units in main dwellings or residences is prohibited. The use of thru-wall or window air-conditioning units shall be limited to outbuilding or accessory structures.

21. All newly constructed homes shall be one hundred (100%) percent complete prior to occupation. All construction shall be completed within one (1) year from the date construction commences.

22. No animals, livestock, or poultry of any kind, other than domesticated, licensed, and properly inoculated household pets, shall be kept on the premises. Any such pet is prohibited from roaming freely within the subdivision, but may be walked by its owner if the pet is on a leash. The breeding of animals or birds for sale is prohibited.

23. No trailer, mobile home, tent, shack, motor home, bus, or recreational vehicle of any kind shall be used as a residence, even on a temporary basis. No automobile truck, or any motorized vehicle of any kind, except those used regularly by residents, shall be permitted to remain on any residential lot outside of a garage or parked on the street adjacent to any lot, even on a temporary basis, nor shall any lot be used to repair motor vehicles, boats, motors, or machinery, or to store motor vehicles or machinery of any kind.

24. No vehicles or equipment of any sort shall be parked in the street or the street right-of-way on a regular basis, or for a period extending beyond three (3) consecutive days. Likewise, the exterior storage of boats or utility trailers is prohibited, unless same is stored in a back yard and enclosed by an approved fence.

25. No permanent basketball goal shall be installed or set up on or beyond the front facade of any residence, or within the front yard setbacks.

26. All swimming pools situated on any lot shall be behind the residence.

27. Gas is available to every lot and a mandatory requirement for each house constructed. Each house is required to have a gas water heater and a gas HVAC unit. Failure to comply will result in a charge of \$1,500.00 paid to Rhino Property Developers, LLC by the construction date of completion as well as a \$150.00 administrative fee. Every house must have a minimum of (1) wall mounted gas lantern on the front exterior porch within four (4) feet from the front door. The use of bottled gas, other than for an outdoor gas grill or burner is prohibited.

28. Water and sewage disposal services shall be provided by, and in accordance with, the standard practices of the City of Sulphur. No owner of any lot shall be allowed to drill a water well

or use individual sewage disposal facilities to service his individual property. All lot owners shall be required to tie into the systems herein described.

29. No noxious, offensive, unsanitary, unsightly or unusually noisy activity or business may be carried on upon any lot, nor shall anything be done thereon which might be considered a nuisance to the neighborhood. No lot shall be used as a dumping ground for rubbish, trash, cutting, garbage or other waste of any kind. All garbage or other waste of any kind shall be deposited or kept in sanitary containers. All equipment or containers for the temporary storage of such material shall be kept in a clean and sanitary condition and out of sight.

30. The purchaser of any lot shall keep the lot clean and grass cut before, during, and after construction of any kind. All lots shall be kept in a neat and clean appearance and clear of all debris. Vacant homes, for whatever reason, shall be kept in a neat and clean appearance, clear of all debris. Grass and weeds shall be cut upon request of the Homeowner's Association.

31. No vegetables, such as tomatoes, peppers, beans, and the like, shall be planted on any lot, except from the rear foundation line of the residential structure to the back line of the lot.

32. Except as hereafter provided, no part of any lot may be utilized for a public or private road, or for access to any property located outside of the subdivision. The "Area to be maintained by The Shadows at Bayou Oaks," as shown on the Subdivision Plat, may be dedicated and used by the Developer as access to future streets.

33. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Developer as to (i) quality of workmanship and materials, (ii) harmony or external design with existing structures, and (iii) location, with respect to finished-grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set-back line, unless similarly approved.

34. The entire front yard and both side yards shall be landscaped within 120 days of completion of the home on each Lot. A landscape plan and specifications showing the name, placement, quantity, and size of plant materials shall be submitted by the Lot owner to the Developer for its approval no later than thirty (30) days prior to completion or construction of the home. The Developer, at its discretion, may require changes to the landscape plans and specifications. At a minimum, the landscape plan shall provide for landscaping of the front yard and across the front of the residence, and shall be of such design and with such plants and shrubs as to provide a long-term harmonious appearance with neighboring landscaping.

35. External or visible radio receiving towers, radio transmission towers, short wave transmissions, or receiving towers or stations, are prohibited. Television antennas or satellite receiving dishes are permitted on the rear portion of any lot and must be concealed from the view of the street.

36. No lot may be divided into a smaller tract, except that an owner may acquire a portion of an adjoining lot subject to the approval of the Developer.

37. The drilling of oil, gas, or other minerals, is prohibited.

38. The Developer's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

39. All lots in all Phases of The Shadows at Bayou Oaks and the owners thereof shall be subject to membership in The Shadows at Bayou Oaks Homeowner's Association. The Association shall have all of the powers granted to a Homeowner's Association under LSA R.S. 9:1141:1, et seq.

Each lot owner has one vote per lot. All owners will pay a monthly fee for the maintenance and operation of any and all common areas including lighting, street signs, the Storm Water Retention Areas, the fence along the West side of Pete Seay Road, the upkeep and maintenance of the sewer plant until taken over by the Parish, and any other property, right of way, or other area maintained by the association. The initial fee shall not exceed twenty-five (\$25.00) dollars per month per lot, and shall not be increased unless a majority of the subdivision lot owners agree in a duly-called meeting to increase said charges. Any unpaid charges shall operate as a lien on said lot if unpaid. Notwithstanding any other provision herein, the Developer will not pay dues on unsold lots. After all lots are sold by the developer in any phase of The Shadows at Bayou Oaks Subdivision, the rights and functions of the Developer and of the New Development Committee shall be exercised by the Homeowner's Association or Committees of said Association.

40. The restrictive covenants may be modified, extended, amended, changed, or altered at any time by and with the written consent of a majority of the owners in numbers of lots in the subdivision.

41. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty-five (25) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of lots located in the subdivision, it is agreed to change the said covenants in whole or in part.

42. Should any of these restrictions be violated, or should any attempt be made to violate the covenants and restrictions contained herein, any and all persons owning property in this subdivision are hereby granted the right and privilege to prosecute by any proceedings at law or in equity against the person or persons violating or attempting to violate the said covenants or restrictions. 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.

[Signatures contained on the following page.]

THUS DONE AND SIGNED before me, Notary Public, and the undersigned competent witnesses, in Lake Charles, Calcasieu Parish, Louisiana, this _____ day of _____, 2016.

WITNESSES:

RHINO PROPERTY DEVELOPERS, LLC

By: REUBEN BROUSSARD
Co-Manager

By: JAMES RANDY LEJEUNE
Co-Manager

By: SAMANTHA BROUSSARD LEJEUNE
Co-Manager

NOTARY PUBLIC