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DEPUTY CLERK & RECORDER

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ACT OF RESTRICTIONS

OF

PELICAN POINT GOLF COMMUNITY, 13<sup>TH</sup> FILING  
(THE GREENS-PHASE IV, PART 1)

STATE OF LOUISIANA  
PARISH OF ASCENSION

Prior restrictions for Pelican Point Golf Community, 13<sup>th</sup> Filing Part 2 (The Greens – Phase IV, Part 1) dated June 9, 2008, and recorded at the Ascension Clerk of Court are hereby revoked.

Before me, the undersigned authority, as Notary in and for the Parish of Ascension, State of Louisiana duly commissioned, qualified and residing in said parish and state, personally came and appeared:

Pelican Point Properties, LLC, a Maryland limited liability company domiciled and doing business in the Parish of Ascension, herein represented by Douglas Diez, its duly authorized Managing Partner by virtue of resolution of its Board of Directors recorded in the Ascension Parish records.

which declares that it is the Developer of a certain tract or parcel or ground situated in Section 6, Township 10 South, Range 3 East, Southeastern Land District, East of the Mississippi River, said tract is currently being developed by the Developer, which is Pelican Point Properties, LLC, into Pelican Point Golf Community, 13<sup>th</sup> Filing, Part 2 (the Greens-phase IV, Part 1) Lots #855 through #873, which will contain Greens homes as designated on the final plat prepared by Darwin W. Ferguson, RLS of Ferris Engineering and Surveying LLC, dated May 8, 2008, recorded as Instrument No. 697822. Lots #863 thru 866, and Lots 883 thru 889 on the preliminary plat (see attached) for Pelican Point 13<sup>th</sup> Filing, Part 2 prepared by Ferris Engineering and Surveying, LLC, although lot numbers on the later will change on future final plat, these same restrictions will apply. Developer hereby establishes certain building restrictions and conditions for the benefit of said property and properties, or any part thereof, it being the intention of Developer to establish these restrictions and conditions as servitudes and covenants running with the land, and encumbering existing and future residential lots which comprise or will comprise said filings. The Greens at Pelican Point Golf Community, said restrictions being set out as follows, to wit:

1. All of the lots contained in said subdivision are hereby designated as residential lots and restricted to residential use only unless specifically noted by developer. No building shall be erected, altered, placed, or permitted to remain on any of said lots other than one (1) detached single family dwelling, and should not exceed 2 stories in height and a private garage for not more than four (4) automobiles and not less than one (1) automobile. A lot cannot be used to connect to an adjoining property not owned by the Pelican Point Properties or the developer.
2. All driveways must be completed upon completion of the home, unless the home is a model home. Driveways must be constructed of concrete and have a minimum width of ten feet (10') and have a depth of four inches (4"). No driveway shall be permitted adjacent to another except where the configuration of lots dictates it necessary and then must be approved by the Developer's Architectural Control Committee or the developer. Residents are required to have adequate permanent parking on their homesite as parking at the Activity Center; the Community Center and Guest Parking is for temporary use only. The height of all front fences should be no more than 48" and must be approved by the D-ACC. Courtyard walls/gates are not considered "fences" and can be approved by the developer and/or the D-ACC in order to accommodate the privacy height required.
3. Should construction of a prospective residence, building or structure not be commenced within six (6) months after approval by the Developer's Architectural Control Committee, and be pursued diligently thereafter, or should construction not be completed

- within twelve (12) months after approval, then the approval of the Developer's Architectural Control Committee may grant extension of its approval from time to time for good cause stated. Should construction not commence or be completed for reasons beyond the control of the lot owner or his contractor, such as an act of God, national calamity or similar events, then the time deadlines provided herein shall be extended by the Developer's Architectural Control Committee in proportion to the delay caused by the event. No construction project will be allowed to drag on. New homes must be constructed within a nine to twelve month period.
4. Any lot or lots may be subdivided only with the express written consent and permission of the Developer's Architectural Control Committee, the developer and effected property owners.
5. The Pelican Point Golf Community will be served by underground electric distribution system and will also be accessed by private streets.
6. The Pelican Point Golf Community will be served by a community sewer system, in accordance with Parish and State regulations. Individual sewer systems are not permitted on any lot or lots. A sewer fee will be collected and a monthly user fee will be set up by the Public Service Commission. Wastewater Treatment is the company and their current connection fee is \$1,000.00. This is a separate fee, which is generally paid prior to the building contract.
7. Water will be made available to each lot owner by arrangements with the Parish water company in accordance with its rates and requirements; and requirements of the Ascension Parish Health Unit and the State Board of Health.
8. Gas service will be made available to each lot owner desiring gas service by arrangements with the designated Natural Gas Company in accordance with its rates and requirements; and requirements of the Ascension Parish Health Unit and the State Board of Health.
9. The minimum roof pitch shall be 5/12, unless otherwise approved by the Developer's Architectural Control Committee or the developer.
10. All residences shall be constructed with at least eighty (80%) percent of the ceilings not less than nine (9) feet high, unless otherwise approved by the Developer's Architectural Control Committee.
11. Fireplace flues and chimneys shall be covered with the same materials as used on the exterior of the residence (plaster acceptable). Fireplaces shall have copper or bronze chimney caps unless approved by the Developer's Architectural Control Committee.
12. All fences must be approved by the HOA or the D-ACC prior to construction. The developer may provide fencing on land-locked homesites not on lakes or golf course once all construction in the area is complete and will then be maintained by the homeowner. Privacy fencing will not be allowed in rear yards facing the golf course and/or a lake in order to maintain these views for neighboring residents. However, wrought iron or aluminum wrought iron looking fencing as approved by the D-ACC will be allowed.
13. All structural exterior exposed posts and columns shall be a minimum of six (6") in diameter.
14. As much exposed aggregate, stamped and scored concrete as practical for porches and sidewalks is encouraged.
15. Architectural shingles as approved by the Developer's Architectural Control Committee, shall be used on each house in lieu of standard 215# fiberglass shingles. Slate and tile roofs will also be acceptable. Any other type of roof must be approved by the Architectural Control Committee. No steel or aluminum roofs allowed unless approved by the D-ACC.

16. The exterior of all homes shall consist of old brick or new "old" brick, and/or stucco/plaster as approved by the D-ACC. Aluminum windows and dimensional vinyl windows are specifically approved.
17. All homes must be pre-wired for security systems.
18. Cluster mailboxes will be available in various locations of the development.
19. Only one framed marketing sign approximately 30" x 48" will be allowed during construction, and immediately after construction if house is a "spec" house. The sign shall include such information as the real estate company/agent, builder, architect, designers, plumbing contractor, electrical contractor, Lot Number, and anything required to be posted by the Ascension Parish Inspection Department (see attachment). After this initial period, no "for sale" signs will be allowed on any lots for any reason including, but not limited to house, cars, boats, travel trailers, furniture, clothing, etc. Also, no political/election signs allowed. Additionally, a larger sign as approved by the D-ACC will be allowed at appropriate locations.
20. Cutting down or removal of any tree or trees from any lot or parcel is prohibited, without first obtaining the approval (in writing) of the Developer's Architectural Control Committee.
21. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Lots shall be graded to direct drainage to the street or rear of lot unless otherwise shown on the approved drainage layout for each parcel. Contractors shall adhere to all requirements shown on this drainage layout.
22. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any time as a residence, either temporary or permanent. No detached structure or swimming pools will be allowed on "Pelican" (golf course) lots, without first having been approved by the Developer's Architectural Control Committee, and any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on the same lot. For development of future filings and sale of lots, the developer is allowed to place a temporary office or sales tent on the property.
23. No rubbish, trash, garbage or other waste materials may be accumulated or dumped or maintained on any lot of the subdivision. Garbage containers may not be placed near street more than one (1) day prior to scheduled pickup. Garbage containers are to be stored out of sight until pick up date. Lot owners shall keep their respective lots mowed and free of weeds and trash. In the event that an owner fails to discharge this obligation after ten (10) days written notice, the Architectural Control Committee, or its representative, may, at its discretion, cause the lot to be mowed and may demand and sue for reimbursement for such cost, including legal fees and legal interest from the date of demand. Contractors are to ensure that concrete trucks do not wash out anywhere inside the community. Contractors are also responsible for adequate erosion control and/or soil washing into streets or lakes.
24. No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon.
25. No boats, vehicles, golf carts, campers, motor homes, or trailers of any kind, or parts of appurtenances thereof, may be kept, stored, repaired or maintained on any street or on any lot nearer to the street than the minimum building setback line and in no event shall the same be kept, stored, repaired or maintained in any manner which would detract from the appearance of both the individual lot and the subdivision. These same items may not be stored on any residential lot except in a garage only.
26. In order to protect each purchaser's investment, each lot owner upon purchase of lot shall have the option to become an automatic member of Pelican Point Golf Community

Greens Association and immediately assume the responsibilities by abiding by its rules and regulations, and promptly contributing membership dues as set by the Association. The Greens Association shall enforce the subdivision restrictions, represent the subdivision in any public matter affecting the subdivision, promote subdivision activities, and provide for the maintenance of subdivision entrances, private streets, common areas, lakes and ponds, if this option is selected. If not the Pelican Point HOA is the association to whom the owner is tied to.

When the property is sold, the new Owner has the one time option of becoming a member of The Greens, including all of its benefits and requirements, or electing to not become a member of The Greens. This decision must be made before or at the act of sale of said property.

27. The Association will collect monthly dues fixed by the Board of Directors. It is the responsibility of the owner to confirm the amount of the rates and dues, as well as the structure associated with them.

28. Each home shall have a minimum of 2000 square feet living area.

29. No commercial, no noxious, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.

30. No outside lines or clothes lines, outside television antennas, basket ball goals, above ground improvements or hanging devices shall be allowed without the written consent of the Architectural Control Committee evidenced by a majority vote thereof. Tasteful hanging devices such as flags and ornaments can be approved by the HOA Board.

31. Decorative components such as statues and artifacts shall be limited in height to four feet (4') above the natural grade of the lot. Statues and artifacts will be allowed in the lot if they meet the following criteria:

- A) Seasonal statues, artifacts, lighting and other decorative landscaping items may be allowed within thirty (30) days prior to, and ten (10) days after the holiday season, which period may be extended by the HOA, in its sole discretion. (During such extended period, lighting may not be illuminated)
- B) Plastic statuary and yard ornamentation will not be allowed. Plastic pots compatible with the overall architectural theme of the home will be permitted. Plastic or silk flowers are not permitted in the yard.
- C) No ornaments of statuary shall be attached to the home.
- D) The HOA, D-ACC and developer reserve the right to limit the number of statues and artifacts to no more than three in the front yard.

32. There shall be no stand-alone flagpoles allowed on residential lots. One (1) flag mount may be attached to the eave of the house, or to the face of the residential structure, if the mount is secured to a wooden stud or anchored in masonry. The location of such flag mount must be approved by the HOA. No part of the flag may extend four (4') feet beyond any eave.

33. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept on the owner's property, provided that they are not kept, bred or maintained for commercial purpose in such numbers or conditions as may be offensive to other property owners in the subdivision. Household pets are to be kept in their yard. They will not be allowed to run free in Pelican Point. Pets will be on a leash when taking a walk with their owner and poopier scoopers must be used in all areas.

34. These covenants are to run with the land and shall be binding on all parties and all

- persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change said covenants in whole or in part.
35. In the event of a knowing or intentional violation of these restrictions or in the event of a continuing violation of these restrictions after receipt by the violator or owner of the lot on which the violation occurs of written notice of the violations, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgment or otherwise shall be entitled to recover from the violator or lot owner reasonable attorney's fees to be fixed and awarded by the court.
36. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions hereof and the latter provisions shall remain in full force and effect.
37. Lakes not owned by Pelican Point Properties, LLC (those not on the golf course) are owned by the Association and any and all legal actions brought forth shall be the responsibility of The Association and no one individual lot owner personally. Each lot owner shall be responsible for maintaining the lake immediately adjacent to the water's edge (this includes property, yard, bank, erosion control, and lawn).
38. Each homeowner hereby recognizes the possibility of personal injury or property damage from a stray ball and assumes the risks of the normal hazards of a golf course. This serves as a legal disclaimer for the developer, the golf course owners and management, the golf course architects/engineers, the Pelican Point Golf Advisory Committee, the Developer's Architectural Control Committee, and the Homeowner's Association, shielding all of them from any and all liability.
39. The Developer's Architectural Control Committee, by majority vote, has the right to grant variance at any time for the benefit of its majority of lot owners and homeowners upon developer's approval.
40. No docks, walkways, gazebos or any other structure shall be allowed on lakes unless it is constructed by developer as a common area amenity. No boats shall be allowed on lakes. No boats shall be allowed to be stored along side lakes. No fishing poles or related equipment shall remain along lake edges. Lake edges shall be kept clean from debris.
41. All swimming pools shall be submitted to the HOA or D-ACC for approval.
42. All homeowners of Pelican Point Golf Community will be given a decal for each vehicle in their family to be placed on the front left bottom side of the windshield. This is for the safety of all homeowners in Pelican Point Golf Community. The security guard and fellow homeowners will recognize this decal and help protect our community.
43. Only certain types of colors of golf carts can be used on the golf course. Further restrictions by the "Homeowners Association" and the "Club" will apply and tie into this restriction. Their literature must be read before purchasing a private cart.
44. The Greens at Pelican Point is a private and restricted community. Absolutely, no children under the age of 18 are permitted to be full time residents. House guests under the age of 18 will be permitted to spend up to 45 consecutive days annually in The Greens. If the owner selects this option of being part of The Greens, this must be followed.
45. In order to qualify as a Greens resident, at least one resident per household must be 55 years old or older. However, according to federal regulations, 80% of the Greens Community residents must have at least one resident per household a minimum age of 55 years old. All federal equal opportunity housing guidelines and regulations will be followed.

46. The Developer's ACC, consisting of Douglas Diez, Beau Diez, LeMoyné Myers and Ruby Thomas, will work in cooperation with the Pelican Point Golf Community HOA-ACC, although not under their jurisdiction. The developer has the right to add or replace D-ACC members. However, once a home is purchased, the HOA-ACC takes over jurisdiction of that property. For example, once a home is complete and purchased, additional fencing, awnings, patios, major landscape changes, etc. must be submitted and approved in writing by the HOA-ACC.
47. All window treatments that can be seen from the exterior must have a white or off-white backing. Window tinting is allowed.
48. Future filings may or may not include single and two-story townhouses, and townhome owners will pay the additional monthly fees associated with townhomes.
49. The developer has the right to make any variances that does not conflict with Parish Codes and regulations.
50. The Developer is the only builder in The Greens. All homes must be built through his team of builders.

THIS DONE, READ, AND SIGNED at my office in Pr Metairie by said  
appears in the presence of the undersigned competent witnesses and me, Notary on this  
\_\_\_\_\_ day of March, 2014.

WITNESSES:

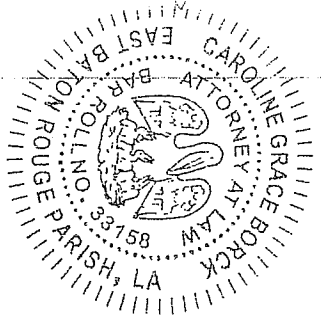
AP Brownell

Giselle Martin

Pelican Point Resort Living, LLC  
Lots 855, 857, 862, 863, 865, 867, 869, 870 & 872

By: D. Diez  
Douglas A. Diez, Member

[Signature]  
NOTARY PUBLIC  
Bar Roll No. 33158  
Commission Expires With Life



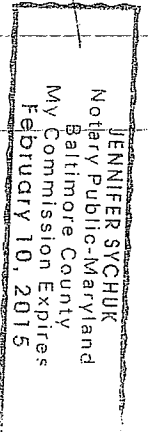
WITNESSES:

[Signature]  
[Signature]

Pelican Point MD, LLC  
Lots 856, 858, 861, 864, 866, 868, 871 & 873

By: [Signature]  
Ed St. John, Member

[Signature]  
NOTARY PUBLIC



WITNESSES:

AP Brownell  
Giselle Martin

Lot 860

By: [Signature]  
Thomas A. Brown, Owner

By: [Signature]  
Giselle Brown, Owner

[Signature]  
NOTARY PUBLIC

Caroline Grace Borck,  
Bar Roll No. 33158  
Commission Expires With Life



WITNESSES:

\_\_\_\_\_

By: [Signature]  
Marie Dueno, Owner

NOTARY PUBLIC

THUS DONE, READ, AND SIGNED at my office in \_\_\_\_\_ by said  
appears in the presence of the undersigned competent witnesses and me, Notary on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

Pelican Point Resort Living, LLC  
Lots 855, 857, 862, 863, 865, 867, 869, 870 & 872

By: Douglas A. Diez, Member

NOTARY PUBLIC

WITNESSES:

Pelican Point MD, LLC  
Lots 856, 858, 861, 864, 866, 868, 871 & 873

By: Ed St. John, Member

NOTARY PUBLIC

WITNESSES:

Lot 860

By: Thomas A. Brown, Owner

By: Gisele Brown, Owner

NOTARY PUBLIC

Lot 859

By: Marie Dueño, Owner

*Apud mi 7/7/25*

WITNESSES:

*[Handwritten signature]*

*[Handwritten signature]*

11927929

