

FILED AND RECORDED
 IN THE PUBLIC RECORDS
 OF THE PARISH OF ASCENSION

90 FEB 21 AM 10:06

633

MJB

D. Latino

ACT OF RESTRICTIONS

CERTIFIED TRUE COPY OF
 INSTRUMENT FILED FOR RECORD

457072

D. Latino
 BY CLERK

OF

PELICAN POINT

PHASES II & III

TOWNHOUSES

STATE OF LOUISIANA
 PARISH OF ASCENSION

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 Golf Community, a Louisiana corporation domiciled and doing business in the Parish of Ascension, herein represented by Douglas A. Diez, its duly authorized President by virtue of resolution of its Board of Directors recorded in the Ascension Parish records.

which declares that it is the owner of a certain tract or parcel or ground situated in Sections 6 and 7, Township 10 South, Range 3 East SED, Ascension Parish, Louisiana containing 594.079 acres, said tract is currently being developed by Developer into Pelican Point Golf Community, which will contain 89 Townhouses as designated on the preliminary plat of the Pelican Isle Commons. 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 of 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 not to exceed 2 1/2 stories in height and a private garage for not more than four (4) automobiles and not less than two (2) automobiles. A lot cannot be used to connect to an adjoining property not owned by the Pelican Point Golf Community LLC.
2. All driveways must be completed upon completion of home. Driveways shall be constructed no closer than one foot (1') from the side property line. Driveways must be constructed of concrete and have a minimum width of ten feet (10') and have a depth of four inches (4"). A thirty inch (30") brick apron will be required (No stamped concrete allowed.) - and will be the same on each driveway. No driveway shall be permitted adjacent to another except where the configuration of lots dictates it necessary and then must be approved by the Architectural Control Committee. No circle driveways will be allowed. Of the 22 Plantation lots, only 11 tandem drives will be allowed to tie into Highway 44.
3. Should construction of a prospective residence, building or structure not be commenced within six (6) months after approval by the Architectural Control Committee, and be pursued diligently thereafter, or should construction not be completed within twelve (12) months after the approval, then the approval of the Architectural Control Committee shall be automatically withdrawn. The Architectural Control committee may grant extensions 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 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 six month period. Construction hours are Monday through Saturday 7:00 a.m. - 6:00 p.m. only. Crews must enter and exit through the construction and maintenance road. There will be no exceptions. On third (3rd) notice, contractor shall not be allowed in Pelican Point Golf Community.

4. Any lot or lots may be subdivided only with the express written consent and permission of the Architectural Control Committee.
5. Pelican Point Golf Community will be served by underground electric distribution system.
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.
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 Louisiana Gas in accordance with its rates and requirements; and requirements of the Ascension Parish Health Unit and State Board of Health.
9. The minimum roof pitch shall be $8 \frac{1}{2}$, unless otherwise approved by the Architectural Control Committee.
10. All residences shall be constructed with at least eighty percent (80%) of the ceilings not less than nine feet (9') high, unless otherwise approved by the Architectural Control Committee.
11. Fireplace flues and chimneys shall be covered with the same materials as used on the exterior of the residence (plaster and drivett acceptable). Fireplaces shall have copper or bronze chimney caps unless approved by the Architectural Control Committee.
12. No fence shall be erected on said lot beyond the front of house. All fencing material must be wood, wrought iron, aluminum, brick or stucco, unless otherwise approved by the Architectural Control Committee. Only 4' black aluminum or wrought iron or similar fencing will be constructed across the property line of each lot facing the golf course as designed by the Architectural Control Committee. The above materials may be used in the side fencing. No chain link or wire fences will be allowed. Side yard fences on golf course and lake lots shall slope down from six feet (6') to four feet (4') in height within five feet (5') for the last forty feet (40'), the last twenty-five feet (25') to be wrought iron or similar fencing so as not to block views of neighboring homes. Where perimeter fences will be visible from adjoining roads, the "good side" of the fence shall face the exterior of the yard to provide a clean appearance of PPGC to neighboring streets. No shadow boxing of fences on perimeter lots allowed.
13. All exterior exposed posts and columns shall be a minimum of six inches (6") in diameter.
14. As much exposed aggregate, stamped and scored concrete as practical should be used for porches and sidewalks.
15. Architectural shingles as approved by the 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 ACC.

16. The exterior of all homes shall consist of old brick or new "old" brick with a sack finish, as approved by the ACC, and/or stucco/plaster (synthetic types are approved). Siding, as approved by the ACC, can comprise the remaining 30%.
17. All homes must be pre-wired for security systems.
18. Cluster boxes will also be available in various locations of the development.
19. Only one framed 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.
20. Cutting down or removal of any tree(s) from any lot or parcel is prohibited, without first obtaining the approval (in writing) of the ACC. Placement of any object on any tree(s) is prohibited.
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 the drainage layout.
22. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence, either temporary or permanent. No detached structure or above ground swimming pools will be allowed on "Pelican" lots, without first having been approved by the ACC, and 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. 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 ACC, 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, campers, motor homes, or trailers of any kind, or parts or 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 an enclosed structure acceptable by the ACC.
26. In order to protect each purchaser's investment, each lot owner shall be required to become an automatic member of Pelican Point Golf Community Townhouse Association and immediately assume the responsibilities by abiding by its rules and regulations, and promptly contributing membership dues as set by the Association. The Townhouse Association shall enforce the subdivision restrictions, represent the subdivision in any

- public matter affecting the subdivision, common areas, lakes and ponds. The Association will collect monthly dues fixed by the Board of Directors. Until the Board of Directors sets a different amount, the monthly dues shall be \$75.00 per Townhouse and due in full annually prior to 1st of each month. Lien rights will exist to enforce the collection of dues. Dues shall be collected starting from the purchase of the lot.
27. 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.
 28. No outside lines or clotheslines, outside television antennas, satellite dishes, above grounds improvements or hanging devices shall be allowed without the written consent of the ACC evidenced by a majority vote thereof.
 29. 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 Golf Community. Pets will be on a leash when taking a walk with their owner.
 30. 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) year 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.
 31. 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.
 32. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter provisions shall remain in full force and effect.
 33. Professional office sites will have consistent non-illuminated signage, with limited parking in front (most parking in rear), and will be closely monitored by the ACC in all other areas of concern.
 34. Lakes not owned by Pelican Point Golf Community LLC (those not on the golf course) are owned by the Townhouse Association and, any and all legal actions brought forth shall be the responsibility of the Townhouse 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. No person's not living adjacent to lakes shall have use to that lake. Only those persons living on that lake shall have rights to use that lake.
 35. Each homeowner hereby recognizes the possibility of personal injury on 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 architect/engineers, the Pelican Point Golf Advisory Committee, the Pelican Point Architectural Control Committee, and the Homeowner's Association, shielding all of them from any and all liability.
 36. The Pelican Point Golf Community's ACC has the right to amend these restrictions at any time for the benefit of it's lot owners and homeowners.

37. No docks, walkways, gazebos or any other structure shall be allowed on lakes. No boats shall be allowed on lakes. No boats shall be allowed on the lakes or stored along side lakes. No fishing poles or related equipment shall remain along lake edges. Lake edges shall be kept clean from debris.
38. 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.
39. Each contractor building in Pelican Point Golf Community shall obtain a proposed certificate of elevation (PCE) prior to any construction on building. By a registered engineer, surveyor, or architect and submitter, to ACC at time of the house plan submittal to ACC. After slab is poured, contractor shall obtain an official certificate of elevation (OCE) and submit to ACC. (See attached forms)
40. Only Pelican Point homeowners who are active golf members will be eligible to own a private golf cart. However, further restrictions by the "Homeowner's Association" and the "Club" will apply and tie into this restriction. Their literature should be read before purchasing a private cart.
41. The private servitude of passage will be maintained by the Townhouse Association. The Common grounds will be maintained by the Townhouse Association. Ascension Parish is not responsible for the private servitude of passage maintenance as this will also be the responsibility of the Townhouse Association.

THUS DONE, READ, AND SIGNED at my office in Donalson, Louisiana by said
appearers in the presence of the undersigned competent witnesses and me, Notary on this 23
Day of February, 2000.

WITNESSES:

APPEARER: DOUGLAS A. DIEZ

Aemie Alexander

Douglas A. Diez

Angelle Doocean

Geraldine R. Linder
NOTARY PUBLIC