

Filing 5
Eagles Nest

502276

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**ACT OF RESTRICTIONS
PELICAN POINT GOLF COMMUNITY
FIFTH FILING "EAGLES NEST"**State of Louisiana
Parish of Ascension

Before me, the undersigned Notary Public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared:

The Pelican Point Golf Community – Fifth Filing – “Eagles Nest” Architectural Control Committee (ACC) organized and existing under the laws of the State of Louisiana, domiciled in the Parish of Ascension, represented herein by those representatives signed and witnessed below and acting in their recognized elected capacity to represent the property owners as stated in the Act of Restrictions, duly authorized;

which declares that Pelican Point Golf Community, L.L.C., a limited liability company is 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 the Developer into Pelican Point Golf Community, which contains 25 residential lots designated in the final plat of the Fifth Filing of Pelican Point Golf Community. The Pelican Point Golf Community – Fifth Filing – “Eagles Nest” Architectural Control Committee (ACC) hereby establishes certain building restrictions and conditions for the benefit of said property and properties, or any part thereof, it being the intention of the Pelican Point Golf Community – Fifth Filing – “Eagles Nest” Architectural Control Committee (ACC) 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 filing of Pelican Point Golf Community, said restrictions being set out as follows, and replacing and superseding any previous restrictions on record, to-wit:

1. All of the lots contained in said subdivision are hereby designated as residential lots and restricted to residential use only. 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 or less than two (2) automobiles.
2. There shall be a minimum of two thousand (2000) square feet of total living area for all Pelican Point Golf Community – Fifth Filing – “Eagles Nest” homes. The two thousand (2000) square feet includes living area only and does not include any open porches, garages, and storage area that shall comprise a total “under roof” square footage. No building shall be located nearer than twenty feet (20’) to the front property line, or nearer than fifteen feet (15’) to the rear lot line. No carports

will be allowed in the Pelican Point Golf Community. Each home will have a two (2) automobile garage that is front loading (facing the adjacent street). Garage must include one (1) automatic overhead door with a minimum / maximum eight feet (8') height (oversized garage openings for motor homes, etc. are not permitted), metal in construction (no glass or other type window allowed on the overhead door) and these shall remain closed. Overhead doors shall be painted with the same color paint as the eaves of the house. Additional autos, trucks, boats, trailers, etc. may not be stored on any residential lot except in an acceptable enclosed structure. No arched type garage opening shall be allowed. Garages must have at least three (3) distinct sides that include a zero lot line wall (this wall may be included in the entire length of the home's zero lot line wall), a front garage opening wall (this wall will include a garage door and opening as described above), and a wall opposite the zero lot line wall that will form one side of a courtyard area (the exterior length of this wall will be no less than the depth of the garage). Garages shall not be included in the overall roof line of the home, i.e., the garage structure will be placed on the lot such that it is entirely situated in front of the front wall of the "living area" portion of the residence. This design allows for the garage exterior wall opposite the zero lot line, the front wall of the "living area" of the residence, the neighboring zero lot line wall, and the required six (6') feet high courtyard wall to create a private and enclosed courtyard area that mimics existing houses located in the Pelican Point Golf Community – Fifth Filing – "Eagles Nest". Garages are to consist of "old" brick only. Privacy is of highest priority due to the style and close proximity of homes. No window and/or door opening(s) shall exist on any "dead" wall(s) facing an Eagles Nest home site that contains or could contain another Eagles Nest home. When two story structures are planned, upstairs windows shall not overlook adjacent courtyard(s). Every home in Eagles Nest shall have a solid double brick wall(s) designed to enclose a private courtyard in the front of the home. The wall shall be no taller / shorter than six feet (6') and will attach to the garage wall of the house and continue to the zero line wall of the neighboring home. One gate opening may be included with gate openings no less than four feet (4') wide and no greater than five feet (5') wide. Gate openings may be parallel or perpendicular to the facing street, but may not appear at any other angle. All homes feature a six foot (6') high solid double brick wall to the front of each home. The wall connects to the adjacent home, creating a continuous brick privacy wall throughout Eagles Nest.

3. No building shall be erected, placed, or altered on any lot until two (2) complete sets of construction plans (one to be kept by the "Eagles Nest" Architectural Control Committee (ACC), specifications, and a plot plan showing the location of the structure to be so erected, placed, or altered has been submitted to and approved by the "Eagles Nest" Architectural Control Committee (ACC) as to quality of workmanship and materials, the harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The original (or similar) exterior color palette shall apply to all homes in Eagles Nest (this includes brick, siding, stucco, trim, doors, and shingle colors). A \$2,500.00 per plan deposit (\$100.00 non-refundable) must be submitted for the "Eagles Nest"

Architectural Control Committee (ACC) to correct infractions not corrected by builder within the designated time specified by the "Eagles Nest" Architectural Control Committee (ACC). If no infractions are committed, \$2,400.00 of this deposit will be refunded upon completion of the home and landscaping and the acceptance of the "Eagles Nest" Architectural Control Committee (ACC). It is advised that "preliminary plans consisting of floor plans and elevations be submitted prior to final plans, so that any "Eagles Nest" Architectural Control Committee (ACC) modifications may be included in the final plans. The "Eagles Nest" Architectural Control Committee (ACC) may impose other appropriate and reasonable standards for exterior finish and materials and design which it may deem undesirable or which in its discretion detracts from the value of the neighborhood or the value of adjacent structures. Any future alterations and/or improvements to the property must be submitted to and approved by the "Eagles Nest" Architectural Control Committee (ACC) (including but not limited to fences, landscaping, gardens, pools, etc.)

4. All driveways must be completed upon completion of the home. Driveways must be constructed of concrete and have a minimum width of eighteen (18') feet, have a depth of four inches (4"), and flare to twenty-one feet (21") at the street curb. (See attached flaring and brick detail.) 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. Driveways shall be placed as shown on the attached drawings. Only one driveway entrance is allowed per lot. The "Eagles Nest" Architectural Control Committee (ACC) must approve Guest parking areas. If the "Eagles Nest" Architectural Control Committee (ACC) approves guest parking, it must include landscaping that will screen the parking area from the adjacent street(s) when vehicles travel "into" Eagles Nest.

5. All flower beds shall be "raised" a minimum of two feet (2'). Lots facing Tezcuco Court will include one (1) Drake Elm planted to create an alley of trees along Tezcuco Court. Addition landscaping requirements are as follows:

6. Two (2) sets of landscape plans and specifications showing the name and location of all plant material, including quantity, quality, size and bed preparation shall be submitted for approval. Homeowners are encouraged to submit landscape plans with their house plans but must submit no later than black in stage of residence.

The following are minimum landscape requirements within Pelican Point Golf Community.

A. The owner shall plant one (1) tree per fifteen hundred (1,500) square feet of lot area. Average lot size is 48.5' x 150'; therefore, 7.275 square feet would mean four (4) trees per lot. Of these, seventy-five percent (75% - rounded upward) must be "large" trees (see list). The remaining trees can be

“medium or small” trees. These trees must be a minimum of three inch (3”) caliper (measured at 12” above the ground). Multi-trunk trees shall have a minimum of three (3) tree trunks with a 3/4” to 1” caliper per trunk. Credit will be given for existing trees on lots; therefore, the number of trees required may vary as approved by the ACC.

B. Fifty percent (50%) of these trees shall be planted in front of lots and the remaining trees shall be planted in the rear. Additional trees may be required on corner lots as requested by the ACC.

C. The owner shall plant a minimum of fifty (50) shrubs with a minimum size of three (3) gallon container. Fifty percent (50%) of these must be planted in the front yard.

D. The owner must sod the entire front rear, and side yards of lot with centipede sod. No other varieties will be allowed.

E. The owner must screen all the A/C units on the house from view from the street. Lots on the Golf Course and Lakes must also screen units from golf view or lake view. (These do not count as part of 50 minimum shrubs.)

F. All lots which have electric or other utility transformers or pedestals must screen them from view along the roadway. Each homeowner shall plant three (3) shrubs in a semicircle adjacent to pedestals. Once both lots are built upon, this will completely screen view of transformers from roadway. (These do not count as part of 50 minimum shrubs.)

G. If the homeowner goes above these minimum requirements, the plant material above the minimum requirements does not have to the same size requirements as the required minimum standards as long as the sizes of additional plant material is located in such a manner that the overall appearance of the landscape looks in balance.

H. Due to size, shape and configuration of home, the ACC may require additional landscape from the roadway or golf/lake view.

All landscaping and sod must be installed within thirty (30) days after completion of residence or prior to occupancy, whichever comes first. Utilities will be disconnected if landscaping and sod is not completed within this time frame. Requirements listed may be altered by the ACC based on quantity and overall appearance and design. PPGC wants to allow creative design among landscapes. Although these are minimum design criteria, the ACC recommends that the homeowner go beyond these requirements. Seasonal color should be provided in several areas in the front yards to create colorful street appeal while driving through PPGC. Landscapes must be maintained at all times. If maintenance becomes a

problem and a residence is seen as an “eye sore” to the community, the ACC will take necessary action to maintain the landscaping and charge the homeowners for all fees associated.

The following is a list of suggested trees. Other trees may be approved by the ACC. Threes, especially large trees, provide the core of the community. As these trees mature, they increase property value and increase the desire to be a resident of Pelican Point Golf Community.

LARGE TREES

Live Oak	Southern Red Oak	Willow Oak
Nuttall Oak	Tulip Tree	Southern Magnolia
White Oak	Bald Cypress (excellent near lake)	

MEDIUM TREES

River Birch	Drake Elm	Red Maple
Bradford Pear	American Holly	Savannah Holly
Silver Maple	Sweetbay Magnolia	Weeping Willow (excellent near lake edges)

Pines (may be used on rear lots of perimeter lots and golf course lots in clusters and as approved by the ACC, but will not be allowed as a major design component of landscape)

SMALL TREES

Crepe Myrtle	Yaupon Holly	Chinese Redbud
Wax Myrtle	Sweet Olive	Chinese Parasol Tree
Windmill Palm	Japanese Maple	Cherry Laurel
Oriental Magnolia	Southern Crabapple	Parsley Hawthorn
Purple Leaf Plum	Sasanqua Camellia	

7. 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, the approval of the ACC shall be automatically withdrawn. The ACC 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 deadlines provided herein shall be extended by the ACC 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.

8. These covenants prohibit the subdivision of lots from any dimension other than those shown on the official recorded plat.

9. Pelican Point Golf Community will be served by underground electric distribution system.

10. 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 of \$500.00 will be collected by the Pelican Point ACC before plans will be approved and the Public Service Commission will set up a monthly user fee.

11. Water will be made available to each lot owner by arrangements with the Water Works company in accordance with its rates and requirements; and requirements of the Ascension Parish Health Unit and the State Board of Health.

12. 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 of the Ascension Parish Health Unit and the State Board of Health.

13. The minimum roof pitch shall be 8/12, unless otherwise approved by the "Eagles Nest" Architectural Control Committee (ACC). No flat roofs are allowed. No slate roof caps are allowed.

14. No fireplace flues or chimneys are allowed.

15. No fence shall be erected on said lot beyond the front of the house. All fencing materials must be wood, wrought iron, brick, or stucco, unless otherwise approved by the "Eagles Nest" Architectural Control Committee (ACC). Only four feet (4') black aluminum or wrought iron or similar fencing will be constructed across the property line. 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 fifteen feet (15') to the rear property line 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 shadowboxing of fences on perimeter lots allowed. One brick column as designed by the ACC shall be placed on each lot corner on all lots if a fence is installed.

16. Architectural shingles as approved by the "Eagles Nest" Architectural Control Committee (ACC) shall be used on each house in lieu of standard 215# fiberglass shingles. Slate and tile roofs will not also be acceptable.

17. The exterior of all homes shall consist of old brick as approved by the "Eagles Nest" Architectural Control Committee (ACC), and/or stucco/plaster (Hardy Plank types are approved). Siding, as approved by the "Eagles Nest" Architectural Control Committee (ACC), can comprise the remaining 20%. No vinyl or aluminum siding is allowed. Wood or wood clad windows must be used across front of home unless otherwise approved by the "Eagles Nest" Architectural Control Committee (ACC).

18. All homes must be pre-wired for security systems.

19. Only black cast aluminum mailboxes will be allowed in front of each home. Style to be selected by the "Eagles Nest" Architectural Control Committee (ACC).

20. 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 signs will be allowed on any lots for any reason. "For Sale" signs will not be allowed on vacant lots.

21. 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 ACC. Placement of any permanent object on any tree or trees is prohibited.

22. 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 lot unless otherwise shown on the approved drainage layout for each parcel. Contractors shall adhere to all requirements shown on this drainage layout.

23. 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 swimming pools will be allowed on "Pelican" lots, without first having been approved by the ACC, and any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on the same lot. Approved swimming pools may not be built closer than seven (7') feet of an existing slab or residence and no closer than five (5') feet of the lot line where no existing slab or residence exists.

24. No rubbish, trash, garbage 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 the 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.

25. No building materials and no building equipment of any kind may be placed or stored in any lot except in the actual course or construction of a residence or other building thereon.

26. 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 should detract from the appearance of both the individual lot and subdivision. These same items may not be stored on any residential lot except in an enclosed structure by the ACC.

27. Each homeowner resident and specifically not each lot owner shall be required to become an automatic member of Pelican Point Golf Community Homeowners' Association and immediately assume the responsibilities by abiding by its rules and regulations, and promptly contributing membership dues as set by the Association. The Homeowners' 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, common areas, lakes, and ponds. The Homeowners' Association will collect yearly dues fixed by the Board of Directors. Until the Board of Directors sets a different amount, the yearly dues shall be \$360.00 per lot and due in full annually prior to June 15th. Lien rights will exist to enforce the collection of dues. Dues shall be collected starting from the purchase of the completed home.

28. 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. Construction is not to take place on Sunday(s).

29. No outside lines or clotheslines, basketball goals, swing sets, outside television antennas, satellite dishes, above ground improvements, fixtures, hanging devices shall be allowed without written consent of the ACC evidenced by a majority vote thereof.

30. No animals, livestock, 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.

31. 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.

32. 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.

33. 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.

34. Lakes not owned by Pelican Point Golf Community L.L.C. (those not on the golf course) are owned by the Homeowners' Association and, any and all legal actions brought forth shall be the responsibility of the Homeowners' 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. Only persons living adjacent to lakes shall have rights to use/access that lake. Exclusively the adjacent owner will use lake front area adjacent to his/her private property.

35. Each homeowner hereby recognizes the possibility of personal injury on property damage from a stray ball and assumes the risk of the normal hazards of a golf course. This serves as a disclaimer for the developer, the golf course owners and management, the golf course architects/engineers, the Pelican Point Golf Advisory Committee, the Pelican Point ACC, and the Homeowners' Association, shielding all of them from any and all liability.

36. The "Eagles Nest" Architectural Control Committee (ACC) shall be a five (5) member committee comprised entirely of persons who own homes or lots in "Eagles Nest". The election of members to this committee will occur in August of each year and will be conducted by written ballot. Any lot owner may nominate persons for membership on the "Eagles Nest" Architectural Control Committee (ACC) and/or may nominate his/her self to serve in this capacity. Only one owner from each lot is eligible for membership on the "Eagles Nest" Architectural Control Committee (ACC). Election ballots with the names of nominees will be mailed to each lot owner

(one ballot / one vote per lot owner, i.e. persons owning more than one lot in "Eagles Nest" is entitled to only one vote) at least two (2) weeks prior to the election date and time (this date and time to be determined by the incumbent "Eagles Nest" Architectural Control Committee (ACC)). Ballots that are not returned by the election date and time shall be declared invalid. A majority vote of thirteen (13) will determine membership on the "Eagles Nest" Architectural Control Committee (ACC). The Eagles Nest (Fifth Filing) ACC to work in cooperation with Pelican Point ACC for Filings I, II, III, IV, but not to be controlled by them or their covenants. Upon completion of homes on all twenty-five (25) lots in the Fifth Filing, the "Eagles Nest" Architectural Control Committee (ACC) shall be disbanded, and the ACC for Filings I, II, III, and IV will take over Filing V, the Pelican Point Golf Community Homeowner's Association shall then have the exclusive right to determine the number of members of the committee and their qualifications. A majority of the committee may designate a representative to act in its capacity. The committee shall serve without pay. The committee has the right to amend the restrictions and covenants created hereby at any time for the benefit of the property owners with the written approval of a majority of the lot owners, the majority being determined by the number of owners.

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. Pelican Point homeowners will be eligible to own a private golf cart. However, further restrictions by the "Homeowners' Association" and the "Club" will apply and tie into this restriction. Their literature should be read before purchasing a private cart.

40. Before a Parish Building Permit will be issued, the ACC must approve their review of the builder, house plans and specifications, the plot plan, collect the \$500.00 sewer fee and sign off on the Pelican Point ACC form (see attached form).

THUS DONE, READ AND SIGNED at my office in Gonzales, LA
by said appearers in the presence of the undersigned competent witnesses and me,
Notary, on this 17th day of December, 2002.

Nest" WITNESSES:

[Signature]
[Signature]

Elected Representatives of Pelican Point
Golf Community Fifth Filing "Eagles
Architectural Control Committee

[Signature]
Argie Schexnaider

[Signature]
Brian C. "Butch" Peno

[Signature]
Vivian Landry

[Signature]
Reuben Ruiz

[Signature]
Notary Public

This document serves as the official written vote to amend the restrictions and covenants previously created and filed as:

**ACT OF RESTRICTIONS
PELICAN POINT GOLF COMMUNITY
FIFTH FILING**

filed and dated "99 JUN 25 PM 3:05"

these restrictions and covenants to be replaced in the entirety by the following document created for the benefit of the property owners. Each signature below represents one vote in favor of this action.

Diez

#342 Speer

#343 Frey

#344 Achee

#345 Thompson

#346 Catoe

#347 Schexnaider

Broussard

#354 Ruiz

#355 Peno

#356 Landry

Ratcliff

#358 Fremin

#359 Joffrion

#360 Stern

#361 Roussel

Ben Spier 12/16/02
Hazel Spier Frey
12/16/02
Calvin Thompson
Douglas Hank Catoe
Marie Louise Schexnaider
Raul Ruiz Jr 12/16/02
Brian C Peno 12/16/2002
Brian N Landry 12/16/02
Jill Fremin
Toby J Joffrion 12/16/02
Hester T Stern 12/17/02
Bonnie & William Roussel