

ACT OF RESTRICTIONS

PHASE I

BREEZE POINT

STATE OF LOUISIANA

PARISH OF ASCENSION

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DEPUTY CLERK
JULY 15, 2004

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, a Maryland Limited Liability Company, duly registered and authorized to transact business in the State of Louisiana, having its local offices located at 6300 Championship Court, Suite 201, Gonzales, LA 70737; represented herein by DOUGLAS A. DIEZ, its manager, duly authorized;

which declares that it is the owner of a certain tract or parcel of ground situated in Section 6 & Section 7, Township 10 South, Range 3 East, Southeastern Land District, East of Mississippi River, Parcel of Pelican Point Golf Community, Ascension Parish, Louisiana, said tract is currently being developed by Developer into Breeze Point at Pelican Point, which will contain 21 lots as designated on the final plat of the Eleventh Filing of Pelican Point Golf Community. 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 the Developer to establish these restrictions and conditions as servitudes and covenants running with the land, and encumbering these restrictions and conditions as lots which compromise or will compromise said filings Breeze Point at Pelican Point, said restrictions being set out as follows:

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 ½ 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 Pelican Point Properties, LLC.
2. All driveways must be completed upon completion of the 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 eleven feet (11'), 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. No brick aprons are required.
3. There shall be a minimum of Two Thousand Six Hundred (2600) square feet living for all lots. No carports will be allowed. Garages must include automatic doors with a minimum of 8' height metal, and these shall remain closed. The committee may approve front load garages. Additional autos, trucks, boats, trailers, etc. may not be stored on any residential lot except in an HOA-Architectural Control Committee acceptable enclosed structure.
4. No buildings shall be located on any lot nearer to the front property line than the building line dictated by the D-ACC, nor nearer to the side property lines than five feet (5'). For the purpose of covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to allow any portion of a building on a lot to encroach upon another lot. Detached garages and accessory buildings, if approved by the HOA-Architectural Control Committee shall not be erected closer to any side line than five feet (5') nor nearer than twenty-five feet (25') to the rear lot line or front line.

5. 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 D-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 Developer's Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. It is advised that "preliminary" plans consisting of floor plans and elevations be submitted prior to final plans, so that any D-ACC modifications may be included in final submitted plans. The D-ACC may impose other appropriate and reasonable standards for exterior finish and materials which it may deem undesirable or which in its discretion detracts from the value of the building or structure itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures. Any future alterations and/or improvements to the property must be submitted to and approved by the Pelican Point HOA-ACC (including but not limited to fences, landscaping, gardens, etc.).

Like the Commons, Sundance, The Gardens, Royal Palms, River Winds, and the Greens, the ACC for this section will consist of members selected by the developer as the developer plans to build out this complete section. This ACC be called the D-ACC. Upon the sale of a home, the D-ACC will turn over the jurisdiction of each homeowner to the Pelican Point HOA-ACC. At this time, the PP-HOA-ACC governs—Not before this time. If for any reason, the Developer sells a homesite to a builder, the HOA-ACC will have the jurisdiction over the builder(s) and the builder will be subject to the building escrow and fee in force.

5. Lawn and landscape standards at Breeze Point at Pelican Point will be high and the requirement that specified trees, shrubs and turf be correctly installed, nurtured and maintained (including the making of necessary replacements) will be stringently enforced. Landscaping which is of good quality and design is critical to a pleasant environment and contributes to establishing and enhancing real estate values. All landscaping must be installed prior to occupancy with the exception of certain large trees, which are required but difficult to transplant during the months of April through October. Special escrows as herein defined must be established by way of depositing funds with the D-ACC to assure compliance with this requirement when planting is seasonally deferred. Two complete sets of landscape plans must be submitted to the D-ACC within sixty (60) days of starting construction on every house. The design and nursery stock must conform to General Landscaping Policy as herein outlined and the plans must show location of plants, beds, species, size, and quantity of plant material. All air conditioners, gas meters, electrical meters, etc. are to be screened by evergreen landscaping.

MINIMUM REQUIREMENT

One tree must be planted for each 2000 square foot area of each lot (rounded upward to an even multiple of 2000). One half of these trees (rounded upward) are to be of not less than 2 1/4" caliper measured 12" above the ground and must be of the following species:

Live Oak	Tulip Tree
Nuttal Oak	Bald Cypress
White Oak	Willow Oak
Southern Red Oak	Southern Magnolia

The D-ACC will specify what species will be planted along the front of the lots as street trees and will specify as well their number and placement. Up to two large trees over the minimum large tree requirement may be required by the D-ACC for corner lots. This requirement will be in addition to the required number of trees per "minimum requirement". The remaining required trees may include the above species as well as the following species:

For Medium Size Trees (2" caliper measure 12" above the ground, multicaned trees must measure 1 1/4" caliper 12" above ground)

Drake Elm	Sweetbay Magnolia
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Bradford Pear	Red Maple
American Holly	Weeping Willow
Savannah Holly	

For Small Trees (1" caliper measured 12" above the ground)

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	

Small and medium trees are to be used in equal quantities to make up the required total number required under "minimum requirements". Coniferous evergreen trees may be used along rear property lines as a screen except along lakes or the golf course, but do not count as fulfilling any of the tree requirement.

Landscaping for each improved lot must include a minimum of 40 shrubs of 3 gallon container size. One half of the required number must be planted forward of the front wall of the structure. Lots not fronting on a lake or golf course will be excluded from planting any shrubs behind the structure and the overall requirement be reduced to 30 shrubs. In the event that more than one lot is used on which to build a house, these requirements are to be multiplied by the number of lots used.

All turf must be certified Centipede sod.

If planting large trees is to be postponed due to seasonal considerations as above, the Owner must post with the D-ACC an escrow of Five Hundred and Fifty Dollars (\$550) for each large tree required, which money will be refunded to the Owner after the trees have been planted during the appropriate winter months. In the event that the Owner fails to comply with the landscaping requirements (time being of the essence) then the D-ACC without notice may plant the lot as it deems fit in its sole discretion and charge the Owner a 60% design and administration fee over and above the cost of all plant material. Any such charge unpaid for 30 days will constitute a lien upon the property, will be referred for collection and subject to a 25% collection fee.

MAINTENACE AND REPLACEMENT:

Any plant that dies shall be promptly replaced. Large trees that die shall only be replaced during the months of November through March. Dead plant material must be removed immediately. Compliance with all landscaping issues falls under the auspices of the Architectural Control Committee, which has full authority to compel plant replacement, proper cutting and maintenance of lawns and plants, on all terms and subject to the fees above specified.

7. No construction project will be allowed to drag on. New homes must be constructed within a nine-month period. Construction hours are Monday through Saturday 7:00 a.m.-6:00 p.m. only.
8. These covenants prohibit the subdivision of lots from any dimensions other than those shown on the official recorded plat, provided, however, that this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. Notwithstanding this prohibition to the subdivision of lots, any lot or lots may be subdivided only with the express written consent and permission of the Developer's Architectural Control Committee.
9. Breeze Point will be served by underground electric distribution system.
10. Breeze Point will be served by a community sewer system, in Architectural Control Committee in accordance with Parish and State regulations. Individual sewer systems are not permitted on any lot or lots. A sewer fee of \$1000.00 will be collected by the D-ACC before plans will be approved. A monthly user fee will be set up by the Public Service

Commission.

11. Water will be made available to each lot owner by arrangements with the Water Works company in Architectural Control Committee in ordinance 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 Architectural Control Committee in ordinance with its rates and requirements; and requirements of the Ascension Parish Health Unit and State Board of Health.
13. The minimum roof pitch shall be approved by the D-ACC.
14. All residences shall be constructed with the ceilings not less than ten feet (10') high on the first floor, unless otherwise approved by the D-ACC.
15. Fireplace flues and chimneys shall be covered with the same materials as used on the exterior of the residence (stucco acceptable). Fireplaces shall have copper or bronze chimney caps unless approved by the D-ACC.
16. 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 D-ACC. Only 4' black aluminum or wrought iron or similar fencing will be constructed across the property line of each lot facing a lake or the golf course as designed by the D-ACC. The above materials may be used in the side fencing. 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. No shadow boxing of fences on perimeter lots allowed. One brick column as designated by the ACC shall be placed on each lot corner on all lots if a fence is installed.
17. All swimming pools and necessary fencing shall be submitted to the ACC for approval. All swimming pools shall be a minimum of fifteen feet (15') off of the rear property line on lots adjacent to the golf course.
18. All exterior exposed posts and columns shall be a minimum of eight (8") in diameter.
19. The members of the D-ACC for Breeze Point are as follows: Douglas Diez, Phil Ratcliffe, Brandon Gautreau, Robert Brown, Jerred Melancon, and LeMoyne Myers. The developer has the right to terminate or add new members.
20. Architectural shingles as approved by the D-ACC, 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 D-ACC. No steel or aluminum roofs allowed unless approved by the D-ACC.
21. The exterior of all homes shall consist of old brick or "new" old brick with a sack finish as approved by the D-ACC, and/or real stucco/plaster. Siding as approved by the Architectural Control Committee is only allowed under covered porches and must not comprise of more than 20% of the home's exterior. No more than six (6) homes will have "new" old brick, and these should be spread throughout the entire section.
22. Dimensional vinyl, wood clad, wood windows, or Low E Glass Factory Baked Aluminum on each home, unless otherwise approved by the D-ACC.
23. All homes must be pre-wired for security systems.
24. Only black cast aluminum mailboxes as seen in other areas of Pelican Point are allowed.

Brass home address numerals shall be on mailboxes only.

25. 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, only approved "for sale" signs will be allowed. No other 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 are allowed.
26. 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 HOA-Architectural Control Committee. Placement of any object on any tree or trees is prohibited.
27. 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.
28. 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 without first having been approved by the HOA-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 and sale of lots and homes, the developer is allowed to place a temporary office or sales tent on the property.
29. 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 HOA-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 the streets or lakes.
30. 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.
31. No boats, vehicles, 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 an enclosed structure approved by the HOA-ACC.
32. In order to protect each purchaser's investment, each home owner shall be required to become an automatic member of Pelican Point Golf Community's 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 Pelican Point 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 home 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 home. The developer does not pay dues on unsold homes or homesites.

33. 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.
34. No outside lines or clotheslines, outside television antennas, satellite dishes, above ground improvements or hanging devices shall be allowed without the written consent of the ACC evidenced by a majority vote thereof.
35. 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.
36. 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 part.
37. 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.
38. 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.
39. Lakes not owned by Pelican Point Properties, LLC (those not on the golf course) are owned by the Homeowners Association and any 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. No persons 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.
40. Each homeowner hereby recognizes the possibility of personal injury on property damage from a stray ball and assumes the risks of the normal hazards on a golf course. This serves as a legal disclaimer for the developer, the golf course owners and management, the golf course architects/designers, the Pelican Point HOA-ACC, the D-ACC, and the Homeowners Association, shielding all of them from any and all liability.
41. The D-ACC has the right to grant variances at any time for the benefit of its lot owners and homeowners as long as it does not violate the Ascension Parish code.
42. No docks, walkways, gazebos or any other structure 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. Fishing is for residents only and only allowed in designated common areas.
43. All homeowners of Breeze Point at Pelican Point 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.

44. Only Pelican Point homeowners who are active golf club members 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 golf cart.
45. Before a Parish Building Permit will be issued, the Developer's Architectural Control Committee must approve their review of the builder, house plans and specifications, the plot plan, collect the \$1000.00 sewer fee and sign off on the D-ACC form.
46. Breeze Point is a special section of Pelican Point whereby the theme is a combination of more traditional Louisiana styles, plantation styles, antebellum styles, and Southern style homes. Contemporary, West Indies, Mediterranean, Victorian, County French, and numerous other home designs will not be approved or built in Breeze Point (however, there are other neighborhoods in Pelican Point that will accommodate these designs).
47. The developer has named Acadian Builders as the exclusive builder in Breeze Point. However, the developer can grant specific authority and /or approval in writing to another builder only in special circumstances.