

ACT OF RESTRICTIONS OF

PELICAN POINT

6th FILING

MALLARD COVE

ACT OF DEPOSIT

FILED IN THE PUBLIC RECORDS
RECORDS SECTION
493674
NOTARY PUBLIC
M. Brennan

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:

PELICAN POINT PROPERTIES, a Maryland limited liability company, organized and domiciled in the Parish of Ascension, represented herein by its Managing Partner, Douglas A. Diez, duly authorized;

CERTIFIED TRUE COPY OF
INSTRUMENT
2008 APR -09 2:13:59
BY
M. Brennan
NOTARY PUBLIC

which declares that it is the owner of a certain tract or parcel or ground situated in Section 7, Township 10 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Parcel , of Pelican Point Golf Community as drawn by Ferris Engineering and Surveying, Inc., Ascension Parish, Louisiana, said tract is currently being developed by Developer into Mallard Cove at Pelican Point, which will contain 29 homes as designated on the preliminary plat of Mallard Cove. 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 comprise or will comprise said filings Mallard Cove 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 not to exceed 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, L.L.C.
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") 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 except where the configuration of lots dictates it necessary and then must be approved by the Architectural Control Committee. Driveways shall be placed as shown on the attached drawings. No circle driveways will be allowed. No driveways in Mallard Cove shall be connected to Hwy 44 or no other adjacent lots not within Mallard Cove. All lots in Mallard Cove are served by private servitude of passage maintained by the residents of Mallard Cove. The maintenance of these private servitudes of passage are not the responsibility of the Parish of Ascension.
3. There shall be a minimum of twenty-three hundred (2,300) square feet under roof and seventeen hundred (1,700) total living for all Mallard Cove homes. The total square footage of each residence shall be inclusive of open porches, garages, or storage areas attached to the garage. All lots must have a garage with garage door. Garages must include automatic doors with a minimum 8' height metal (no glass), and these shall remain closed. Front load garages will be approved only if they are designed as a front side load.

All garage doors must be painted to match trim or stucco. Additional autos, trucks, boats, trailers, etc. may not be stored on any residential lot except in an acceptable structure.

4. No buildings shall be located on any lot nearer to the front property line than the building line dictated by the ACC, nor nearer to 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 ACC shall not be erected closer to any side line than eight feet (8') nor nearer than twenty-five feet (25') to the rear lot 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 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 Architectural Control Committee as to quality of workmanship and materials, and harmony of external design with existing structures. It is advised that "preliminary" plans consisting of floor plans and elevations be submitted prior to final plans, so that any ACC modifications may be included in final submitted plans. The 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 ACC (including but not limited to fences, landscaping, gardens, etc.).

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 be submitted no later than black in stage of residence.

The following are minimum landscape requirements within Mallard Cove.

1. The owner shall plant one (1) tree per three thousand (3,000) square feet of lot area. Average lot size 85 x 135; therefore, 11,475 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 ten to twelve feet (10'-12') in height and a minimum of three inch (3") caliper (measured at 12" above the ground). Multi-trunk trees shall have a minimum of three (3) 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.
2. All of these large trees shall be planted in front of lots and additional trees may be planted in the rear. Additional trees may be required on corner lots as requested by the ACC.
3. The owner shall plant a minimum of twenty-five (25) shrubs with a minimum size of three (3) gallon container. All of these must be planted in the front yard. If the home is located on a corner lot the shrubs can be planted in the front and side yards.
4. The owner must sod the entire front yard of the lot with centipede sod. Corner lots are required to sod the street side from the street to the house. No other varieties will be allowed. Lots are not required to be sodded in the rear yards, but they must be sprigged or seeded.

All landscaping, seeding, and sod must be installed within thirty (30) days after completion of residence or prior to occupancy, whichever comes first. Utilities will be disconnected, a lien by the Homeowner's Association will be filed, and the builder's deposit could be used to complete the required work 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 the landscapes. Although these are minimum design criteria, the ACC recommends that the homeowner goes 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. Trees, especially large trees, provide the core of the community. As these large 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 lakes)	

MEDIUM TREES

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

SMALL TREES

Crepe Myrtles	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 Carnellia	

7. Should construction of a prospective residence, building or structure not be commenced within six (6) months after approval by the ACC, and be pursued diligently thereafter, or should construction not be completed within twelve (12) months after the approval, then 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 time 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. 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 developer.

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

10. Mallard Cove at 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 impact and connection fee of \$1000 will be collected by the Pelican Point ACC and turned over to the developer before plans will be approved and 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 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; and requirements of the Ascension Parish Health Unit and State Board of Health.

13. The minimum roof pitch shall be 6/12, unless otherwise approved by the ACC.

14. All residences shall be constructed with all of the internal ceilings not less than nine feet (9') high, unless otherwise approved by the ACC.

15. 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 ACC.

16. No fence shall be erected on said lot beyond the front of house. All fencing materials must be wood, wrought iron, aluminum, brick or stucco, unless otherwise approved by the ACC. The stain shall be picked by the ACC and shall be the same for all wood fences. Fences shall not be constructed beyond the front elevation of the residence except with approval by ACC. No chain link or wire fences will be allowed. 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.

17. All exterior exposed posts and columns shall be a minimum of eight inches (8") in diameter.

18. As much exposed aggregate, stamped and scored concrete as practical should be used for porches and sidewalks.

19. Architectural shingles as approved by the 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 ACC. No steel or aluminum roofs allowed unless approved by the ACC.

20. The exterior of all homes shall consist of new or old brick and/or stucco/plaster (dryvit or foam based stucco not approved). Siding, as approved by the ACC, can comprise the remaining 35%. Aluminum windows will be approved on entire home (wood windows not required).

21. Only black cast aluminum mailboxes will be allowed in front of each home. Style to be selected by the ACC. Brass home address numerals shall be on mail boxes only.

22. The contractor can have only one framed sign approximately 30" x 48" which 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). One (1) sign of no more than five (5) square feet advertising that particular property for sale will be allowed during construction and immediately after construction if the house is a "spec" house. After this initial period, no "For Sale" signs will be allowed on any lots for any reason including, but not limited to house, car, boats, travel trailers, furniture, clothing, etc. Also, no political/elections signs allowed.

23. 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 Architectural Control Committee. Placement of any object on any tree or trees is prohibited.

24. 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, served by the private 40' drainage servitude. This servitude is to be maintained by the Homeowners' Association of Pelican Point, and is not the responsibility of the Parish of Ascension.

25. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at anytime as a residence, either temporary or permanent. No detached structure or above ground swimming pools will be allowed on 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. For development of future filings and sale of lots, the developer is allowed to place a temporary office or sales tent on the property.

26. 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.

27. 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.

28. No boats, vehicles, golf carts, 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.

29. In order to protect each purchaser's investment, 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 Director sets a different amount, the yearly dues shall be \$360.00 per lot plus \$15 per month extra fee to be placed in escrow to cover the Hwy 44 fence, private streets, and landscaping maintenance 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 house.

30. 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.

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

32. 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 maybe 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.

33. 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.

34. 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.

35. 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.

36. 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. 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.

37. 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 Pelican Point ACC, and the Homeowners' Association, shielding all of them from any and all liability.

38. The Architectural Control Committee of Pelican Point Golf Community will be the ACC appointed to enforce all restrictions of Mallard Cove. All rights and rules of the Pelican Point Golf Community ACC will apply to Mallard Cove.

39. No docks, walkways, gazebos or any other structure shall be allowed on lakes unless approved by the developer. 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.

40. 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.

41. 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 cart.

42. 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 \$1000.00 sewer connection fee and sign off on the Pelican Point ACC Form.