

EXHIBIT C

The Greens Facilities Governance Policy

The Board of Directors of the Greens Homeowners Association (HOA) shall be responsible for enforcing the following rules and regulation together with any additional rules and regulations as may hereafter be adopted:

1. Facilities shall include but not be limited to the activity center and pool, gazebo, community center, and any future amenities built for the use of the Greens residents.
2. Use of the Greens facilities is limited to its residents except at official Greens functions when guests are specifically invited and when the Ball Room and Grand Hall have been rented out for an event.
 - a. Residents – defined as homeowners, residential occupants and renters who are in good standing with respect to appropriate Greens and Pelican Point HOA dues and assessments.
 - b. Guests – defined as anyone not living in the Greens as a resident.
3. Residents shall be liable for the actions of their guests at all times, to include abiding by all rules and regulations of the facilities governance policies and those applicable rules set forth in any Greens document. They are also responsible for any property damage that might be incurred.
4. The Board of Directors shall provide general oversight of the Greens common areas, facilities and activities. They shall have the authority to suspend the voting rights of any resident and the right of any resident to use common areas for a period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association. The right to use of streets and parking areas shall not be subject to suspension for any reason for any period. Any suspension of voting rights and/or usage rights shall be consistent with all governing documents of the Greens HOA.
5. In order to maintain the integrity of the Greens as an active adult community, no children under the age of eighteen (18) are to use the facility unless it is a special Greens function where children are invited.
6. It should be understood that the use of any Greens facility is at the individual's risk and the Tenant and the Landlord assume no liability for injuries or damages related to the use of the premises.
7. Pursuant to the 2008 Memorandum of Understanding with the Pelican Point Golf Community Homeowners Association, " the GHOA Board will make available to PPGC-HOA the Greens Community Center to use for certain PPCG-HOA sponsored group functions. These functions will be limited in size to conform to Fire Marshall Restrictions.

PPGC-HOA use must be in accordance with the Greens Facilities Governance Policy. Specific functions will be indentified and approved by the GHOA Board.

General Premises Regulations

8. Greens community functions shall have priority scheduling over any other use of the facilities on all dates.
9. Greens facilities are designated as smoke and tobacco free.
10. No pets, except service animals, are allowed in any facility.
11. The premises may not be used for political reasons or personal gain.
12. All users of the premises are responsible for keeping the facilities free and clear of rubbish, debris and other unsightly material.
13. No noxious or offensive activity shall be carried on at the premises, nor shall anything be done, therein, either willfully or negligently, which may become an annoyance or nuisance to the other residents.
14. Nothing shall be done or kept in any facility that could, in the opinion of the Board, increase the rate of insurance, or result in the cancellation of any insurance, or which would be in violation of any law.
15. Nothing shall be done in, on, or to the premises which will impair the structural integrity of the facility. Nails, tacks, tape, etc. shall not be applied to any walls or painted surfaces.
16. Nothing shall be altered, stored in, constructed, or removed from Greens facilities, except upon consent of the Board of Directors.

Regulations Specific to the Community Center.

17. The community center is to be open to all Greens residents between the hours of 8 AM to 10 PM. Each household shall be issued one (1) key to the building. The building must be locked when no one is present.
18. The maximum capacity of the community center at any one time is 130 people as determined by the Fire Marshall.
19. Residents may organize official Greens-sponsored activities such as card games, pokeno, bunko, billiards, etc. to be held on the community center.

a. Greens-sponsored functions are defined as regularly recurring (daily, weekly, monthly, or yearly) activities sponsored by a Greens resident or committee.

b. Such regularly scheduled functions are open to Greens residents only.

c. The Board of Directors shall be notified of any new activities that a resident may wish to initiate and may suspend or disband any sponsored function that violates any part of these regulations.

20. Guests will be allowed to use the community center only at specified times such as official Greens functions where guests are specifically invited.

EXHIBIT D - Private Events Rental

21. The Greens Board of Directors approves the use of the community center for private events. The Landlord is to be notified in writing and must approve each event. Check for payment is to be submitted with request for approval. The following guidelines will apply:

a. Only Residents may reserve the Grand Ballroom and Grand Hall for exclusive private use. At all of the events, a Greens resident must be the celebrant of the special occasion. No other rooms in the community center may be reserved so that the residents can have access to those areas at all times.

b. Outside Guests may be invited to private events, but it shall be mandatory that the Greens Resident who makes the reservation is present at all times during the function.

c. Five (5) hours, including setting up and clean up, shall be the maximum time allowed for reserving the Grand Ballroom and Grand Hall. Reservation time shall end no later than 10pm. Clean up must be done immediately following the event and completed no later than 10pm.

d. Reservations shall be made no earlier than three (3) months in advance, and no later than 7 days before a scheduled event.

e. The Grand Ballroom and Grand Hall may not be reserved for Private Events on holidays, including but not limited to New Year's Eve, New Year's Day, Mardi Gras, Easter, Mother's Day, Memorial Day, Father's Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve and Christmas Day.

f. The Grand Ballroom and Grand Hall may be reserved by a Greens resident for their private use to celebrate their birthday, anniversary, wedding, retirement, family reunion, and a cultural or religious event. Family, friends and children under 18 may attend these events.

g. The Grand Ballroom may be used free of charge for a bereavement function following the death of a Greens resident. All other regulations shall apply. The usage may be coordinated by the Green's Social Committee.

h. A rental fee that covers expenses for operating the building, a damage deposit,

a hold harmless agreement and Special Events Insurance which names the Greens HOA, Pelican Point Amenities, Inc. Pelican Point Properties, LLC and Pelican Point Resort Living, LLC as a named insured, shall be required for any private use of the Grand Ballroom and Grand Hall. The policy must be from an A rated insurance company, must have liability limits of at least \$300,000 and, if serving any alcohol, must have "host liquor liability" included. The Greens Board of Directors shall establish the rental fee and damage deposit with the Landlord's approval.

i. There shall be no cooking allowed inside the building. Warming and reheating of foods is permitted. Outdoor cooking is permitted and food may be brought to the event.

j. Any Resident or Resident Occupant reserving the Grand Ballroom assumes full and exclusive responsibility for the safety of their Guests. Residents shall be liable for the actions of their Guests at all times, to include abiding by all rules and regulations of the Premises and the Greens, and for any property damage that might be incurred.

k. All of the general Premise rules apply to private rental of the Grand Ballroom and Grand Hall.

l. Residents and their Guests, must use the designated Parking Areas only, and are not to park on the street.

m. If a facilities manager is not hired, a master reservations calendar will be posted in the Greens Community Center. Anyone wishing to reserve the Grand Ballroom for exclusive use shall:

- i. Check the master calendar for availability
- ii. Call the Greens HOA President to verify availability and to confirm use of the room(s)
- iii. At the time of reserving the space, pay to the Greens HOA Treasurer all applicable fees/damage deposits, sign hold harmless and show evidence of evidence of having special events insurance.

n. After the private event, designated person or persons appointed by the Board of Directors shall inspect the premises and determine if the damage deposit is to be refunded or not. Their decision shall be final. If so determined, deposits will be returned within ten (10) days.

o. Any funds collected by the Green HOA from a private event will be designated for community center maintenance and equipment replacement.

<u>DD</u>	<u>2.21.12</u>	<u>Jodie Louzine</u>	<u>2/21/2012</u>
Landlord	Date	Witness	
<u>Mary K. Kelly</u>	<u>2/21/12</u>	<u>Cheryl Meyer</u>	
Tenant	Date	Witness	

The Greens Homeowners Association at Pelican Point, INC.

6473 Highway 44, Suite 201
Gonzales, LA 70737
Phone: 225-473-0004
Fax: 225-257-4606

Exhibit D

2012 Community Center Rental Fees

___ Rental fee \$200
___ Clean up fee \$ 75
___ Security deposit (refundable) \$100

___ Present evidence of having special event insurance which names the Greens Homeowners Association, Pelican Point Amenities, Pelican Point Properties, and Pelican Point Resort Living as also insured. The policy must be from an A rated insurance company, must have liability limits of at least \$300,000 and, if serving any alcohol, must have "host liquor liability" included.

___ Sign "Hold Harmless Agreement" below.

Hold Harmless Agreement

On _____ (date) I/we will be renting the Greens at Pelican Point Community Center from _____ (beginning time) to _____ (ending time). I/we hold harmless the following entities from any liability that may occur during that event: The Greens Homeowners Association at Pelican Point, Inc.; the Pelican Point Golf Community Homeowners Assoc., Inc.; Pelican Isle Commons Townhouse Owners Assoc.; Pelican Point Amenities, Inc.; Pelican Point Properties, LLC; Pelican Point Resort Living, LLC.

Renter(s)

Date

The Greens HOA Representative

Date

ADDENDUM to Lease Agreement

Between Pelican Point Amenities, Inc & Greens Homeowners Assoc.

(Originally dated 9.28.2009)

LEASE RENEWAL:

The Greens Community Center lease shall be extended to December 30, 2012, with the following modifications:

1. Section 12. – Landlord agrees to be responsible for any needed repair of ‘structural items’, as defined by the La. New Home Warranty Act. All other expenses of operating and maintaining all of the Premises will be the Tenant’s responsibility.

DD 2.21.12
Landlord Date

Jordan Logan 2/21/2012
Witness Date

Mary K. Kelly 2/21/12
Tenant Date

Colleen Keyser 2/21/12
Witness Date

(5) "Major structural defect" means any actual physical damage to the following designated load-bearing portions of a home caused by failure of the load-bearing portions which affects their load-bearing functions to the extent the home becomes unsafe, unsanitary, or is otherwise unlivable:

- (a) Foundation systems and footings.
- (b) Beams.
- (c) Girders.
- (d) Lintels.
- (e) Columns.
- (f) Walls and partitions.
- (g) Floor systems.
- (h) Roof framing systems.

(6) "Owner" means the initial purchaser of a home and any of his successors in title, heirs, invitees, or assigns to a home during the time the warranties provided under this Chapter are in effect.

(7) "Warranty commencement date" means the date that legal title to a home is conveyed to its initial purchaser or the date the home is first occupied, whichever occurs first.

Acts 1986, No. 676, §1; Acts 1997, No. 987, §1; Acts 1999, No. 649, §1; Acts 2003, No. 333, §1.

§3144. Warranties; exclusions

A. Subject to the exclusions provided in Subsection B of this Section, every builder warrants the following to the owner:

(1) One year following the warranty commencement date, the home will be free from any defect due to noncompliance with the building standards or due to other defects in materials or workmanship not regulated by building standards.

(2) Two years following the warranty commencement date, the plumbing, electrical, heating, cooling, and ventilating systems exclusive of any appliance, fixture, and equipment will be free from any defect due to noncompliance with the building standards or due to other defects in materials or workmanship not regulated by building standards.

(3) Five years following the warranty commencement date, the home will be free from major structural defects due to noncompliance with the building standards or due to other defects in materials or workmanship not regulated by building standards.

B. Unless the parties otherwise agree in writing, the builder's warranty shall exclude the following items:

(1) Fences, landscaping, including but not limited to sodding, seeding, shrubs, existing and new trees, and plantings, as well as off-site improvements, all driveways and walkways, or any other improvement not a part of the home itself.

(2) After the first year, the concrete floor of a basement and the concrete floor of an attached or unattached garage that is built separate from a foundation wall or other structural element of the home.