

CONVEYANCE OF PROPERTY

INSTRUMENT # 00632409
FILED AND RECORDED
ASCENSION CLERK OF COURT
2006 MAR 30 03:30:41 PM
COB. MOB OTHER

BY: PELICAN POINT PROPERTIES, LLC

[Signature]
STATE OF LOUISIANA
DEPUTY CLERK & RECORDER

TO: THE GREENS AT PELICAN POINT
HOMEOWNERS' ASSOCIATION, INC.

PARISH OF ASCENSION BY

BE IT KNOWN, that on this 20th day of March, 2006, before me, the undersigned Notary, duly commissioned and qualified, in and for the Parish and State aforesaid, and in the presence of the two competent witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

PELICAN POINT PROPERTIES, LLC, a Maryland limited liability company, duly registered and authorized to conduct business in the State of Louisiana, having its local offices located in the Parish of Ascension, at 6300 Championship Court, Suite 201, Gonzales, LA 70737, represented herein by its duly authorized manager, Douglas A. Diez; herein after referred to as "SELLER,"

SELLER hereby sell and deliver with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

THE GREENS AT PELICAN POINT HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation, organized and existing under good standing under the laws of the State of Louisiana, domiciled in the Parish of Ascension, having its principal offices located at Gonzales, Louisiana, and whose mailing address is 6300 Championship Court, Suite 301, Gonzales, LA 70737, represented herein by its undersigned Board of Directors;

hereafter referred to as "PURCHASER", the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledge:

- (1) Those certain tracts or parcels of ground, together with all buildings and improvements thereon, situated in Section 7, Township 10 South, Range 3 East, Southeastern Land District of Louisiana, Parish of Ascension, and being more particularly shown on the official subdivision map of **The Courtyard At Pelican Point, First Filing—Part One**, last revised December 6, 2000, recorded on December 7, 2000 at Instrument No. 476877, in the office of the Clerk of Court for the Parish of Ascension, State of Louisiana; said tracts of land are designated and shown as "TRACT G-1 COMMON AREA / LAKE" and "COMMON AREA / LAKE" and "PROPOSED LAKE COMMON AREA" on the said subdivision map.
- (2) That certain tract or parcel of ground, together with all buildings and improvements thereon, situated in Section 7, Township 10 South, Range 3 East, Southeastern Land District of Louisiana, Parish of Ascension, and being more particularly shown on the official subdivision map of **The Courtyard At Pelican Point, First Filing—Phase II**, dated December 27, 2000, recorded on December 28, 2000 at Instrument No. 477954, in the office of the Clerk of Court for the Parish of Ascension, State of Louisiana; said tracts of land are designated and shown as "TRACT G-4 COMMON AREA" on the said subdivision map.
- (3) Those certain tracts or parcels of ground, together with all buildings and improvements thereon, situated in Section 7, Township 10 South, Range 3 East, Southeastern Land District of Louisiana, Parish of Ascension, and being more particularly shown on the official subdivision map of **The Greens at Pelican Point Golf Community, First Filing—Part One**, dated August 26, 2002, recorded on April 28, 2003, at Instrument No. 542466, in the office of the Clerk of Court for the Parish of Ascension, State of Louisiana; said tracts of land are designated and shown as "COMMON PROPERTY" which consists as a lake, gazebo and walk (collectively referred to as "the Gazebo

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property") and the strip of land which provides pedestrian access from Courtyard Drive to the Gazebo property, as shown on the said subdivision map.

- (4) Those certain tracts or parcels of ground, together with all buildings and improvements thereon, situated in Section 7, Township 10 South, Range 3 East, Southeastern Land District of Louisiana, Parish of Ascension, and being more particularly shown on the official subdivision map of **The Greens At Pelican Point Golf Community, First Filing—Part Two**, recorded on April 13, 2005, at Instrument No. 603376, in the office of the Clerk of Court for the Parish of Ascension, State of Louisiana; said tracts of land are designated and shown as **"TRACT GR-2 COMMON PROPERTY"** and **"TRACT GR-1 COMMON PROPERTY"** (which includes a lake and visitor parking spaces) on the said subdivision map.
- (5) Those certain tracts or parcels of ground, together with all buildings and improvements thereon, situated in Section 7, Township 10 South, Range 3 East, Southeastern Land District of Louisiana, Parish of Ascension, and being more particularly shown on the official subdivision map of **The Greens At Pelican Point Golf Community, First Filing—Part 3**, dated August 15, 2005, recorded August 19, 2005 at Instrument No. 614336, in the office of the Clerk of Court for the Parish of Ascension, State of Louisiana; said tracts of land are designated and shown as **TRACT "C" (COMMON AREA)** (visitor parking spaces) on the said subdivision map.

To have and to hold the above described property unto PURCHASER, its heirs, successors, and assigns, forever.

The consideration for the herein transfer is as follows:

- (1) PURCHASER'S obligation to keep and maintain, or cause to be kept and maintained, in good and esthetic order, condition and state of repair said property for the use and enjoyment of the property owners and residents of The Greens Subdivisions;
- (2) PURCHASER'S obligation to perform or cause to be performed, without limitations, the following services: maintain all streets, lanes and/or roadways for the use of the owners and residents (and invitees of same) of The Greens Subdivisions, including the obligation to inspect, stripe, maintain, repair and replace the surface of the roadways, keeping them level, smooth and evenly covered with the type of surface material originally installed thereon or such substitute thereof as shall be in all material respects equal in quality, appearance and durability;
- (3) PURCHASER'S obligation to maintain all landscaping and planting beds located within said property;
- (4) PURCHASER'S obligation to maintain liability insurance coverage in an amount not less than \$1,000,000.00.
- (5) PURCHASER'S obligation, with respect to Tract G-4, casualty & hazard insurance coverage in an amount not less than \$500,000.00.
- (6) PURCHASER'S obligation, with respect to the "Gazebo property," to maintain casualty & hazard insurance coverage in an amount not less than \$250,000.00.
- (7) PURCHASER'S obligation, with respect to Tract C and Tract GR-1 and Tract G-4, to perform or cause to be performed, without limitations, the following services: to inspect, stripe, maintain, repair and replace the surface of the parking lot, keeping it level, smooth and evenly covered with the type of surface material originally installed thereon or such substitute thereof as shall be in all material respects equal in quality, appearance and durability;
- (8) PURCHASER'S obligation to maintain, replace, repair and restore all signs, markers and lights within the easement areas, and to keep them in good, clean and serviceable condition.
- (9) PURCHASER'S obligation to maintain, repair and replace all aeration systems and fountains located in any "lake" transferred herein;

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(10) PURCHASER agrees to grant Seller, its agents, employees and designees, the right of access to all portions of the property transferred herein, for all lawful purposes, including but not limited to: sales and marketing, construction and improvement, maintenance, and inspection;

PURCHASER appears herein for the purpose of accepting the within conveyance and transfer of the property described above

The parties hereunto estimate the market value of said property in the amount of ZERO AND NO/100 (\$0.00) Dollars.

All state and city taxes up to and including the taxes due and exigible in 2005 are paid.

No title examination was requested by the parties, and none was performed by the undersigned Notary Public.

The parties hereto waive and dispense with the production of any mortgage, conveyance or other certificates, required by law, and relieve and release me, Notary, from any and all responsibility in connection therewith.

Thus done and passed at Covington Prairieville, Louisiana, on the 21st day of March, 2006, after reading of the whole.

WITNESSES:

PELICAN POINT PROPERTIES, LLC

P. LeMoigne Myers
P. LeMoigne Myers

D A Diez
By: Douglas A. Diez

Mary Stampler
Mary Stampler

Yvette M. Bergeron
NOTARY PUBLIC LSBA ROLL NO: 22257

Thus done and passed at Covington, Louisiana, on the 21st day of March, 2006, after reading of the whole.

WITNESSES:

THE GREENS AT PELICAN POINT HOMEOWNERS' ASSOCIATION, INC.

P. LeMoigne Myers
P. LeMoigne Myers

David R. Miles
By: David R. Miles, Director

Mary Stampler
Mary Stampler

Yvette M. Bergeron
NOTARY PUBLIC LSBA ROLL NO: 22257

Thus done and passed at Gretna, Louisiana, on the 29th day of March, 2006, after reading of the whole.

WITNESSES:

THE GREENS AT PELICAN POINT HOMEOWNERS' ASSOCIATION, INC.

P. LeMay Myers
P. LeMay Myers

Mary Stampley
Mary Stampley

[Signature]
By: Douglas A. Diez, Director
individually and as agent and attorney-in-
fact of Phil Ratcliffe

[Signature]
YVETTE M. BERGERON
NOTARY PUBLIC LSBA ROLL NO. 22257

Thus done and passed at Gretna, Louisiana, on the 29th day of March, 2006, after reading of the whole.

WITNESSES:

THE GREENS AT PELICAN POINT HOMEOWNERS' ASSOCIATION, INC.

P. LeMay Myers
P. LeMay Myers

Mary Stampley
Mary Stampley

[Signature]
By: Glenn Decoteau, Director

[Signature]
YVETTE M. BERGERON
NOTARY PUBLIC LSBA ROLL NO. 22257

Thus done and passed at Gretna, Louisiana, on the 29th day of March, 2006, after reading of the whole.

WITNESSES:

THE GREENS AT PELICAN POINT HOMEOWNERS' ASSOCIATION, INC.

P. LeMay Myers
P. LeMay Myers

Mary Stampley
Mary Stampley

[Signature]
By: Jonathan Diez, Director

[Signature]
NOTARY PUBLIC YVETTE M. BERGERON
LSBA ROLL NO. 22257

03/31/06 - JAMES J. JAMES JR. - JAMES JR. - JAMES JR.