

LOTS 373-401

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ASCENSION CLERK OF COURT

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ACT OF RESTRICTIONS
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OF

THE COURTYARD @

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PHASE II

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STATE OF LOUISIANA
PARISH OF ASCENSION

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:

Acadian Builders of Gonzales, Inc., a Louisiana corporation domiciled and doing business in the Parish of Ascension, herein represented by Glenn Decoteau, its duly authorized President by virtue of resolution of its Board of Directors recorded in the Ascension Parish records.

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 I and Parcel II being portions of Parcel 22-A-1-A of Pelican Point Golf Community as drawn by Langlois Engineering, Inc., Ascension Parish, Louisiana, said tract is currently being developed by Developer into The Courtyard at Pelican Point, which will contain 147 Courtyard homes as designated on the preliminary plat of The Courtyard. 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 Developer 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 filings The Courtyard 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 one (1) automobile. A lot cannot be used to connect to an adjoining property not owned by the Pelican Point Golf Community.
2. All driveways must be completed upon completion of the home, unless the home is a model home. Driveways must be constructed of concrete and have a minimum width of ten feet (10') and 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 Architectural Control Committee.
3. 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 approval, then the approval of the Architectural Control Committee may grant extension of its approval from time to time for good cause stated. Should

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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 Architectural Control Committee 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 nine to twelve month period.

4. Any lots or lots may be subdivided only with the express written consent and permission of the Architectural Control Committee.
5. The Courtyard at Pelican Point Golf Community will be served by underground electric distribution system and will also be accessed by private streets.
6. The Courtyard 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 fee will be collected and a monthly user fee will be set up by the Public Service Commission. Wastewater Treatment is the company and their current connection fee is \$1,000.00.
7. Water will be made available to each lot owner by arrangements with the Parish Water company in accordance with its rates and requirements; and requirements of the Ascension Parish Health Unit and the State Board of Health.
8. 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 the State Board of Health.
9. The minimum roof pitch shall be 7/12, unless otherwise approved by the Architectural Control Committee.
10. All residences shall be constructed with at least eighty (80%) percent of the ceilings not less than nine (9') feet high, unless otherwise approved by the Architectural Control Committee.
11. Fireplace flues and chimneys shall be covered with the same materials as used on the exterior of the residence (plaster and vinyl acceptable). Fireplaces shall have copper or bronze chimney caps unless approved by the Architectural Control Committee.
12. All fences must be approved by The Courtyard ACC prior to construction.
13. All exterior exposed posts and columns shall be a minimum of six (6") in diameter.
14. As much exposed aggregate, stamped and scored concrete as practical for porches and sidewalks is encouraged.
15. Architectural shingles as approved by the Architectural Control Committee, 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 Architectural Control Committee. No steel or aluminum roofs allowed unless approved by the ACC.
16. The exterior of all homes shall consist 60 % minimum of old brick or new "old" brick, and/or stucco/plaster. Vinyl siding as approved by the ACC, can comprise the remaining 40%. Vinyl siding, cornice, soffit, fascia, and column wrapping, is specifically approved in "The Courtyard". Aluminum windows are specifically approved for The Courtyard.
17. All homes must be pre-wired for security systems.
18. Cluster mailboxes will be available in various locations of the development.
19. Only one framed marketing sign approximately 30" x 48" will be allowed during construction, and immediately after construction if house is a "spec" house. The sign shall

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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 "for sale" 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 allowed. Additionally, a larger sign as approved by the Courtyard ACC will be allowed at the front entrance.

20. 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.
21. 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.
22. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any time as a residence, either temporary or permanent. No detached structure or above ground swimming pools will be allowed on "Pelican" (golf course) lots, without first having been approved by the 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 of future filings and sale of lots, the developer is allowed to place a temporary office or sales tent on the property.
23. 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 Architectural Control Committee, 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.
24. 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.
25. No boats, vehicles, golf carts, 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 a garage only.
26. In order to protect each purchaser's investment, each lot owner shall be required to become an automatic member of Pelican Point Golf Community Courtyard Association and immediately assume the responsibilities by abiding by its rules and regulations, and promptly contributing membership dues as set by the Association. The Courtyard 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 Association will collect monthly dues fixed by the Board of Directors. Unless the Board of Directors sets a different amount, the monthly dues shall be \$100.00 per house and due in full prior to the 1st of each month. The share of the monthly dues for the Pelican Point Homeowner's dues will increase when the Pelican Point Homeowner's Association increases its dues. The dues are broken down as follows: A.) \$40.00 go to the Pelican Point Homeowner's Association for guard service, liability insurance, and front entrance maintenance B.) \$60.00 for the maintenance of the Courtyard Common Areas, entrance,

- parks, private streets, swimming pool, and all Community Center expenses including insurance, property taxes, maintenance, cleaning, and utilities. Lien rights will exist to enforce the collection of dues. Dues shall be collected starting from the purchase of the lot.
27. 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.
 28. No outside lines or clotheslines, outside television antennas, satellite dishes, basketball goals, above ground improvements or hanging devices shall be allowed without the written consent of the Architectural Control Committee evidenced by a majority vote thereof.
 29. 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.
 30. 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.
 31. 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 judgement 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.
 32. Invalidation of any of these covenants by judgement or court order shall in no way effect any of the other provisions hereof and the latter provisions shall remain in full force and effect.
 33. Lakes not owned by Pelican Point Golf Community L.L.C. (those not on the golf course) are owned by The Courtyard Association and any and all legal actions brought forth shall be the responsibility of The Courtyard 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.
 34. 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 Architectural Control Committee, and the Homeowner's Association, shielding all of them from any and all liability.
 35. The Courtyard Architectural Control Committee has the right to amend these restrictions at any time for the benefit of it's majority of lot owners and homeowners upon developer's approval.
 36. 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 to be stored along side lakes. No fishing poles or related equipment shall remain along lake edges. Lake edges shall be kept clean from debris.

