

FOR RECORDING IN:
STATE OF LOUISIANA
PARISH OF JACKSON

**BUILDING RESTRICTIONS AND COVENANTS
FOR
PELICAN POINTE SUBDIVISION**

BEFORE ME, Notary Public, and in the presence of the undersigned legal and competent witnesses, personally came and appeared, PBM PROPERTIES, LLC, a Louisiana limited liability company (“Declarant”), appearing by and through its sole Member, Charlie T. Griggs, Jr., who declared and acknowledged as follows:

PREAMBLE

WHEREAS, Declarant is the owner of the immovable property known as Pelican Pointe Subdivision in Jackson Parish, Louisiana, as will more fully appear from the plat (the “Plat”) of said subdivision filed of record in Plat Book _____, Page _____, File No. _____, records of Jackson Parish, Louisiana (the “Subdivision”); and

WHEREAS, to preserve and enhance the Subdivision, Declarant wishes to subject the lots therein to the covenants, conditions and restrictions of this Declaration all for the benefit of the owners thereof.

NOW, THEREFORE, Declarant does by this act adopt the following building restrictions and covenants running with the land, to-wit:

DECLARATION

Declarant hereby declares that each lot in the Subdivision shall be held, sold and conveyed subject to the following conditions, restrictions, easements, servitudes, limitations and covenants hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the property or any portion thereof, and be binding upon all parties or any part thereof, their legal representatives, heirs, successors and assigns.

RESIDENTIAL AREA COVENANTS

Section 1. Land use and Building Type. No lot shall be used except for residential purposes and no duplex or apartment type residence may be constructed on any lot, provided, however, boat dock and/or a pier may be constructed and placed on one or more of said lots. No residence building shall be erected, altered, placed or permitted to remain on any lot other than one new detached single-family dwelling. No old, used, or second-hand house or other structure shall be moved or placed on any lot subject to these restrictions and no residential trailer shall ever be parked or placed on any lot excluding, however, travel trailers which may be parked on a lot for temporary purposes not exceeding ten (10) days in duration and not more than four (4) times per calendar year.

Section 2. Dwelling Size/Materials/Boathouses. All residences constructed on lots shall have a minimum of 1,500 square feet of enclosed living area exclusive of garage, carports, open porches, unoccupied attics or unheated areas.

No residence or building shall be constructed on any lot unless approved by Declarant. Two (2) copies of a floor plan and a front and rear elevation plan shall be submitted to Declarant to assure compliance with all of these restrictions. This covenant also applies to substantial exterior alterations, remodeling or to any additions to a residence previously approved and built. If said plans are not approved or rejected within thirty (30) days after same are submitted in writing to Declarant (or its successors), then said plans shall be considered as having been approved.

All residences shall have only hard surface exteriors, ie. brick, stone, stucco, or concrete hardy board and shall not exceed two stories in height. Vinyl is permitted only on fascia/soffit areas. Any detached garage, carport or other structure (excluding a boathouse) shall be of the same type of construction as the main residence and shall not exceed the height of the main residence. Only one such garage, carport or other structure, along with a boathouse, may be constructed on any lot.

Any boathouse constructed on lots 1 through 9 shall be constructed on the left side of the lot (left side when facing the lot from the street) and the left side of such boathouse shall be not further than ten (10') feet from the left lot line. Any boathouse constructed on lots 10 through 19 shall be constructed on the right side of the lot (right side when facing the lot from the street) and the right side of such boathouse shall be not further than (10') feet from the right lot line.

Section 3. Front and Side Setbacks. No residence or building (including the roof structure) shall be located on a lot nearer than thirty (30') feet to the street lot line of said lot nor nearer than one hundred (100') feet from the bank of Caney Lake. No residence or building shall be constructed nearer than five (5') feet from a side lot line.

Section 4. Servitudes. Servitudes for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat of the Subdivision. No structure or ground type construction shall ever be placed over or across any servitude.

Section 5. Nuisances. 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.

Section 6. Temporary Structures. No structure of a temporary character, basement, tent, shack, garage, or other building shall be placed on any lot at any time or used as a residence, either temporarily or permanently, nor shall an old house be moved onto a lot covered hereby. Also, no automobile not in general use shall be stored on a lot except in a garage provided therefore nor shall any vehicle or boat be kept on a lot except in the driveway or in the garage provided therefore, and no large truck or bus may ever be kept on any lot.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than three square feet advertising property for sale or rent, or temporary signs used by a builder to advertise the property during the construction and sales period.

Section 8. Oil and Mining Operations. No oil or gas drilling, derricks, development operations, oil refining, quarrying or mining operations of any kind shall be permitted or maintained on any lot nor shall oil or other minerals be stored on any lot.

Section 9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept on the premises, provided that they are not kept, bred or maintained for commercial purposes, and do not create a nuisance to adjacent property owners. As an example, excessive barking of a dog, or a dog known to bite people without provocation, are declared by these restrictions to be a nuisance.

Section 10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. No junk of any kind, trash, garbage or other waste shall be kept or permitted to remain on any lot except that daily household garbage, trash and waste may be kept in closing sanitary containers until removed from a lot. Burning of trash and garbage is prohibited.

Section 11. Lot as Building Site. No lot as shown on the Plat of the Subdivision shall be divided into a smaller lot and used as a residential site without the written permission of the Declarant. Any lot may be integrated with an adjacent lot and the improvements so located as to constitute said entire tract as one building site.

Section 12. Sight Obstruction. As to corner lots, no fence, wall, hedge or shrubbery which obstructs sight lines or exceeds four (4') feet in height shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

Section 13. Plumbing and Electrical. All plumbing and electrical work shall comply with the Louisiana State Code.

Section 14. Sewerage Disposal and Use of Water. All lot owners shall use the water system of the Subdivision. Individual sewerage disposal shall be permitted on lots in this Subdivision in accordance with Jackson Parish Health authority approval.

Section 15. Solar Panels. Solar panels are prohibited on any structure or lot.

Section 16. Propane Tanks. It is recommended that propane tanks be buried underground. If they are not, they must be in an enclosed area and out of sight from all views.

Section 17. Swimming Pools. All swimming pools must be in-ground. Above-ground swimming pools are prohibited.

Section 18. Mailboxes. All mailboxes must be brick, stone or cast aluminum.

Section 19. Construction Rules. No construction shall occur earlier than 7:00AM or later than 8:00PM. At all times during construction of any structure, a portable bathroom shall be on site along with an appropriate dumpster for disposal of construction debris. All temporary power poles must be removed upon substantial completion of a structure and permanent power connected to said structure.

Section 20. Seawalls. All seawalls shall be constructed of aluminum or vinyl. Wooden or rock seawalls are prohibited.

Section 21. Compliance With Rules and Regulations of Jackson Parish Watershed District. All lot owners and constructions shall be in compliance with the Official Policy, Rules and Regulations adopted by The Jackson Parish Watershed District, Jackson Parish, State of Louisiana.

Section 22. Homeowner's Association. The ownership of each lot in the Subdivision shall include as an inseparable part thereof membership in a non-profit corporation to be known as the Pelican Pointe Subdivision Homeowners Association, Inc.

The Association shall have two classes of voting members as follows:

Class A - Members and Lots. Class A Members shall be all owners with the exception of Declarant while it is a Class B Member. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any one Lot owned by a Class A Member. Lots owned by Class A Members shall be defined as Class A Lots for voting purposes.

Class B - Members and Lots. The Class B Member shall be Declarant, who shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or outnumber the total votes outstanding in the Class B membership. Lots owned by the Class B Member shall be defined as Class B Lots for voting purposes.

The Association shall be governed by a Board of Directors elected by the owners and composed of not less than one (1) nor more than (7) persons. Each issue for determination by the Association shall be decided by the Board of Directors. All actions of the Board of Directors shall be governed by majority vote, however, nothing contained herein shall authorize the Board to ignore, override or violate the covenants and restrictions set forth herein or in any amendment hereto.

Until such time as the Board of Directors shall approve of a change to the annual assessment, each lot shall be subject to an annual assessment of \$300 which shall be due and payable on or before March 31st of each calendar year. Until such time as Declarant owns two or less lots, all lots owned by the Declarant shall be exempt from assessments.

Section 23. Term. 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 each. Notwithstanding the foregoing, these restrictions may be amended at any time with the consent of the owners of at least eighty (80%) of the total lots of the Subdivision. Further, Declarant specifically reserves the absolute and unconditional right, so long as it owns any Lot, to amend this Declaration without the consent or joinder of any party to clarify the provisions herein.

Section 24. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 25. Enforcement. Should any of these restrictions be violated, or should any attempt be made to violate the covenants and restrictions contained herein, any and all persons owning a lot, together with the Association, are hereby granted the right and privilege to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the said covenants or restrictions. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Any and all costs, including but not limited to attorney's fees and court costs, which may be incurred in connection with the enforcement of any of the provisions of this Declaration regardless of whether such enforcement requires judicial action, shall be assessed to the owner of the lot against whom such action was taken.

IN WITNESS WHEREOF, this Declaration is executed in the presence of the undersigned competent witnesses and me, Notary, on this ____ day of February, 2026.

WITNESSES:

Printed Name: _____

PBM PROPERTIES, LLC

By: _____
Charlie T. Griggs, Jr.

Printed Name: _____

Stephen A. North
Notary Public No. 39626
Commission Expires at Death