

# Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
PO Box 2009  
800 South Buchanan  
Lafayette, LA 70502  
(337) 291-6400

**First VENDOR**

PELICAN RIDGE SUBDIVISION PHASE II

**First VENDEE**

PELICAN RIDGE SUBDIVISION PHASE II

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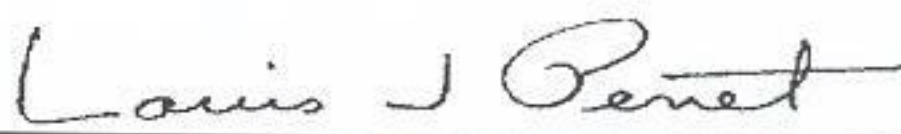
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**ACT OF DEDICATION AND  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
PELICAN RIDGE SUBDIVISION, PHASE II**

BE IT KNOWN, that on the date hereinafter stated, before the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

**PELICAN RIDGE, LLC**, a Louisiana limited liability company domiciled in Lafayette Parish, Louisiana, with a business mailing address of 200 Arabian Drive, Lafayette, Louisiana 70507, being represented herein by its duly authorized Members, Harold Paul Broussard, II and Joseph L. Castille, pursuant to that certain Certificate of Authority attached hereto and made a part hereof, hereinafter referred to as "Appearer",

who declared that Appearer is the owner of the following described property, to-wit:

That certain parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Section 28, T8S, R4E, Lafayette Parish, Louisiana, and being known and designated as **PELICAN RIDGE SUBDIVISION, PHASE II**, said parcel of ground having such measurements, boundaries, configurations, and dimensions as are more fully shown on that certain plat of survey prepared by Michael J. Breaux & Associates, Inc., dated June 24, 2008, a copy of which is attached hereto and made a part hereof.

Appearer does by these presents declare that it desires to subdivide the property hereinabove described and to lay out the said property into lots for the purpose of offering the same for sale to the public. Appearer further declares that it has caused said property to be surveyed and divided into lots as more fully shown by that final plat of survey prepared by Michael J. Breaux & Associates, Inc., dated June 24, 2008, (the "Subdivision Plat") a copy of which is attached hereto and made a part hereof, and has been furnished to the Assessor of the Parish of Lafayette, Louisiana.

Appearer further declares that the hereinabove tract of land as shown on the aforesaid plat of survey shall be known and designated as **PELICAN RIDGE SUBDIVISION, PHASE II**, a subdivision of the Parish of Lafayette, Louisiana, hereinafter referred to as "the Subdivision".

Appearer does further by these presents, now and forever, dedicate unto and in favor of the Parish of Lafayette, Louisiana, the City of Carencro, Louisiana, and the inhabitants of said Parish and City, and unto the general public those streets and rights-of-way designated on the Subdivision Plat as Pelican Ridge, SUBJECT TO THE FOLLOWING MINERAL RESERVATION: Appearer hereby retains and reserves unto itself all oil, gas and other minerals and mineral rights of every



kind and character located in, under or upon, or pertaining to said designated roads and streets in perpetuity, to the greatest extent permitted by law, provided, however, Appearer agrees that no surface operations shall be permitted by Appearer for the exploration or extraction of such minerals on said roads or streets.

Appearer further declares that it hereby establishes rights of servitude, with such dimensions and in such places and locations as shown on the aforesaid plat of survey, which servitudes shall be for the use and benefit of the owners of said lots where the same are established for the purpose of placing and maintaining any and all utilities for the service of said Subdivision. Utility easements established herein shall be independent of any front, side and rear set back requirements provided for herein. Provided, however, that notwithstanding anything to the contrary contained herein, in addition to the utility servitudes established by this act, there may be utility easements, servitudes and rights-of-way granted to utility companies under separate agreements and recorded in the official records of the Clerk of Court of Lafayette Parish, Louisiana, which may affect the lots in the Subdivision independently of this Act.

The words "street" and "road", as used herein, shall mean and include any street, road, avenue, drive, square, cul-de-sac, or boulevard.

Appearer further declares that in order to assure all future Owners and all prospective purchasers that said property will be properly and uniformly developed and to make said property more desirable and attractive, they bind themselves, their successors and assigns, not to sell any of the property situated in the Subdivision, unless under the following restrictions which are covenants to run with the land, and they do hereafter impose said restrictions, and such amendments as may be made as provided for herein, which shall affect the said property and all future purchasers whether set forth in any act of sale or not for the terms and under the conditions set forth herein, to-wit:

## **ARTICLE I**

### **DEFINITIONS**

**1.01 Definitions.** When used in this Declaration, unless the context shall prohibit or otherwise require, the following words, shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "Appearer" shall mean and refer to the Person who appears in this act as a signatory hereto.

(b) "Architectural Control Committee" shall mean and refer to the committee to approve exterior and structural improvements, additions, and changes within the Development as provided herein. The committee shall consist of Jay Castille and Paul Broussard.

(c) "Association" shall mean and refer to The Pelican Ridge Subdivision Owners Association, Inc., a Louisiana non-profit corporation.



(d) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(e) "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of The Pelican Ridge Subdivision Owners Association, Inc. which govern the administration and operation of the Association as the same may be amended from time to time.

(f) "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association or over which the Association holds a servitude for the common or restricted use and enjoyment of the Owners.

(g) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association.

(h) "Declaration" shall mean and refer to this Act of Restrictive Covenants of Pelican Ridge Subdivision, Phase II, and all amendments hereto filed for record in the records of the Clerk of Court for Lafayette Parish, Louisiana.

(i) "Dwelling" with an initial capital letter, shall mean and refer to any home or residence constructed on a Lot within the Subdivision.

(j) "Living Area" shall mean and refer to enclosed and covered areas within a home, exclusive of garages, carports, porches, terraces, balconies, decks, courtyards, greenhouses, atriums, and attics.

(k) "Lot" shall mean and refer to any portion of the Property upon which it is intended that a Dwelling shall be constructed as such Lots are shown on the Subdivision Plat. However, in the event that two (2) Lots as shown on the Subdivision Plat or one (1) Lot and a portion of another Lot as shown on the Subdivision Plat shall be owned by a common owner or owners with the intent to build one (1) Dwelling on said Lots, the said Lots or Lot and portion of a Lot shall be construed as a single Lot for purposes of this Declaration and the Owner of said Lots shall have all the rights and obligation of an Owner owning one (1) Lot.

(l) "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Subdivision.

(m) "Owner" with an initial capital letter, shall mean and refer to one or more persons, who or which owns title to any Lot.

(n) "Person" shall mean and refer to any person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(o) "Property" with an initial capital letter, shall mean the real property described on page 1 hereof.

(p) "Subdivision Plat" shall mean and refer to that certain plat of Pelican Ridge Subdivision, Phase II, dated June 24, 2008, prepared by Michael J. Breaux & Associates, Inc., which Subdivision Plat is attached hereto and made a part hereof, together with any future revisions thereof.

## **ARTICLE II** **MEMBERSHIP**

**2.01 Membership.** Each Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. In the event that ownership of a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include Mortgagees or any



other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot, and further provided that a member casting a vote or holding an office with respect to his Lot shall not be entitled to cast an additional vote or to hold an additional office for the Lot upon which his residential unit is located. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote.

**2.02 Multiple Owners.** Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more Persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. When more than one Person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one Person seeks to exercise it.

### **ARTICLE III** **MAINTENANCE**

**3.01 Responsibilities of Owners.** Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot shall be the responsibility of the Owner of such Lot. As provided in Section 5.05 hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is first approved, in writing, by the Architectural Control Committee as provided in Article VI hereof, or (ii) do any work which, in the reasonable opinion of the Architectural Control Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any servitude thereto, without in every such case obtaining the written approval of the Architectural Control Committee.

**3.02 Responsibilities of Association.** (a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include, but shall not be limited to, the maintenance, repair and replacement of the improvements located on the Common Areas. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of the assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

(b) The Association shall pay all property taxes assessed against the Common Areas and shall maintain liability insurance for accidents or damage occurring on said Common Areas or as a result of conditions thereon. Said policies of insurance shall be in amounts as determined by the Board of Directors.

### **ARTICLE IV** **ADMINISTRATION**

**4.01 Common Areas.** The Association, subject to the rights of Appearer and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair. Except



to the extent otherwise required by the provisions of the Non-Profit Corporation Law of Louisiana this Declaration, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association shall be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners.

**4.02 Duties and Powers.** The duties and powers of the Association shall be those set forth in the provisions of the Non-Profit Corporation Laws of Louisiana, this Declaration, the By-Laws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Non-Profit Corporation Law of Louisiana, this Declaration, the By-Laws, or the Articles of Incorporation, the provisions of the Non-Profit Corporation Law of Louisiana, this Declaration, and the By-Laws, in that order, shall prevail, and each Owner of a Lot, by acceptance of title thereto, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## **ARTICLE V** **ASSESSMENTS**

**5.01 Purpose of Assessments.** The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining and repairing the Common Areas and keeping same in a good, clean and attractive condition, order and repair.

**5.02 Creation of Lien and Personal Obligation of Assessments.** Each Owner of a Lot by acceptance of title thereto whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments to be established and collected as provided in Section 5.03 hereof; (b) special assessments to be established and collected as provided in Section 5.04 hereof; (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot in accordance with Section 5.05 hereof. Any such assessments, together with late charges, simple interest at the rate of twelve (12%) percent per annum, and court costs and attorney's fees incurred to enforce or collect such assessments, shall be a real obligation and lien upon the Lot, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot, and his successor-in-title shall take title to such Lot subject to the real obligation and lien, but without prejudice to the rights of such successor-in-title to recover from his predecessor in title any amounts paid by such successor-in-title therefor. In the event of co-ownership of any Lot, all of such co-owners shall be solidarily liable for the entire amount of such assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors.

**5.03 Computation of Annual Assessments.** The Association shall operate on a calendar year. It will be the duty of the Board of Directors to establish the amounts of the assessments based upon what they estimate the common area expenses will be. Should a Lot be sold to a purchaser during the year, then the buyer and seller of the Lot shall prorate the Association dues for the current year, unless the buyer and seller agree to another arrangement for payment of the dues.

**5.04 Special Assessments.** In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that any such assessment shall be approved by a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 5.06 hereof. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend beyond the fiscal year in which it was adopted. Such special assessments are to be pro-rated among the Lots equally as provided with respect to annual assessments.



**5.05 Individual Assessments.** Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against such Owners and their respective Lots. The individual assessments provided for in this Section shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be as specified by the Board.

**5.06 Notice of Meeting and Quorum.** Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized herein, shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty (50%) percent of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of members having one-third ( $1/3^{\text{rd}}$ ) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**5.07 Liens.** All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorney's fees, late charges, and interest as provided herein, shall be a real obligation and lien on such Lot in favor of the Association.

**5.08 Effect of Nonpayment; Remedies of the Association.** Any assessment of an Owner or any portions thereof which are not paid when due shall be delinquent. Once any assessment or any portion thereof has become delinquent, the Association may file a notice of same in the records of the Clerk of Court for Lafayette Parish, Louisiana. Any assessment delinquent for a period of more than thirty (30) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of twelve (12%) percent per annum. A real obligation and lien as herein provided for such assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full and the Board may, through its authorized representative, file in the mortgage records of Lafayette Parish, Louisiana, a Notice of Lien or other document memorializing the lien provided for herein and which shall put third parties on notice thereof. The real obligation and lien of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of twelve (12%) percent per annum, all costs of collection (including reasonable attorney's fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The real obligation and lien provided for in this Article shall be in favor of the Association, and by acceptance of title to a Lot, each Owner vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of immovable property. No Owner may waive or otherwise escape liability for the assessment provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner shall remain personally liable for assessments, interest, attorney fees, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot.

**5.09 Certificate.** Any officer of the Association shall, within ten (10) days of written request and upon payment of such fees and assessments as are from time to time assessed by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by such officer setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.



**5.10 Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to each Lot on the day on which such Lot is conveyed to a person other than Appearer and shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual assessments and any outstanding special assessments shall be adjusted for such Lot according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot is first conveyed. Anything conveyed herein to the contrary notwithstanding, Appearer shall not be responsible for the payment of annual or special assessments on Lots which it owns.

## **ARTICLE VI** **PROPERTY RIGHTS**

**6.01 General.** Each Lot shall be conveyed, transferred, and encumbered subject to the provisions of this Declaration. Each Owner shall be entitled to the exclusive ownership and possession of his Lot, subject to the provisions of this Declaration, including, without limitation, the provisions of this Article II. Lots shall not be subdivided and the boundaries of Lots shall remain as established by the Subdivision Plat. However nothing herein shall prohibit the addition to an existing Lot of a portion of another Lot or of one or more entire Lots. However, when a part of one Lot is added to an existing Lot, the remainder of such Lot shall be added to another contiguous Lot or, with the prior consent of the Association, to contiguous Common Area. In no event shall the addition of a fractional Lot to an existing Lot result in any Lot having dimensions reduced from the original dimensions shown on the Subdivision Plat without the consent of at least a majority of the Owners.

**6.02 Common Area or Common Areas.** The portions of the real property described and referred to herein and on the attached Plat of Survey as "Common Areas", (*to be amended as designated on survey*), and shall include the real property and all improvements situated thereon.

**6.03 Ownership of Common Areas.** For the purpose of this Declaration, the Common Area shall be owned by the Association, its successors and/or assigns and title to the Common Areas will be transferred to the Association. The Common Areas are hereby reserved for the exclusive use of the Owners, their immediate families or guests, for ingress or egress to and from the residential units and for parking and recreational purposes only and an easement (non-exclusive as among said permitted users) is hereby granted for such purpose provided that such uses shall be subject to the restrictions contained herein and any and all rules and regulations from time to time promulgated by the Association. The right to use the Common Areas is not severable from the ownership of a Lot unit, voluntarily or involuntarily, and shall automatically pass upon transfer of title to a Lot, with or without specific reference to the transfer of such right in any document transferring title to a Lot. Notwithstanding the provisions contained herein, an Owner may designate a lease occupying the improvements on any lot as the party entitled to use the Common Areas, provided that upon such designation, such Owner shall not have the right to use such Common Areas, and no such designation shall remove the Owner from such owner's obligations as provided for herein.

The Common Areas shall not be transferred or encumbered by the Association without the prior approval of all holders of recorded first mortgage items covering all residential units, except, however, that the Appearer, its successors or assigns, and the Association shall be entitled, at any time, and without the consent of any Owner or mortgagee, to grant easements to utility companies and any municipal utility entity for utility purposes, in, along, across, under and over all or any portion of the Common Areas.

**6.04 Servitudes for Utilities and Public Services.** (a) Appearer further declares that it does by these presents establish rights of servitude and/or acknowledge the existence of such servitudes previously established, with such dimensions and in such places and locations as shown on the Subdivision Plat, which servitudes shall be for the use and benefit of the Owners for the purpose of placing and maintaining any and all utilities for the Subdivision. Utility easements established herein shall be independent of, and in addition to, any front, side and rear setback requirements provided for herein. Provided, however, that notwithstanding anything to the contrary contained herein, in addition to the utility servitudes established by this act, there may be utility easements, servitudes and rights-of-way granted to utility companies under separate agreements and recorded in the official records of the Clerk of Court of Lafayette Parish, Louisiana, which may affect the lots in the subdivision independently of this Act.



**6.05 Maintenance of Lots.** All maintenance and repair of Lots together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot shall be the responsibility of the Owner of such Lot or Dwelling.

## **ARTICLE VII** **INSURANCE AND CASUALTY LOSSES**

**7.01 Insurance.** It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and the improvements located thereon.

**7.02 Damage or Destruction of Improvements on Lots.** In the event of damage or destruction by fire or other casualty to any improvement on a Lot, and in the further event that either the Owner of such Lot elects not to repair or rebuild the damaged or destroyed improvement, such Owner making such election shall promptly clean away the ruins and debris of any damaged improvements or vegetation and leave such Lot in a clean, orderly, safe, and sightly condition. Should such Owner elect to repair or rebuild such Lot improvements, such Owner shall repair or rebuild such Lot improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration, as it may be subsequently amended, and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

## **ARTICLE VIII** **ARCHITECTURAL STANDARDS**

**8.01 Purpose.** In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Property, the Lots, and all improvements located therein or thereon, the Property shall be subject to the restrictions set forth in this Declaration. Every Owner by acceptance of title to his Lot agrees to be bound by the provisions of this Article.

**8.02 Architectural Control Committee.** Appraisers hereby establishes the Architectural Control Committee which shall consist of Jay Castille and Paul Broussard. All committee members may be but are not required to be Owners. The term of office for each member shall be until he/she resigns or is replace as provided below. Any member may be removed, with or without cause, by the vote or approval of Owners of at least fifty-one (51%) percent of the Lots at any time by written notice to such member, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Control Committee shall elect a chairman and he, or in his absence, the vice-chairman, shall be the presiding officer at its meetings. The Architectural Control Committee shall meet on an as needed basis and all meetings shall be held at such places as may be designated by the chairman. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee shall constitute the action of the Architectural Control Committee on any matter before it. Each member of the Architectural Control Committee shall serve without compensation unless compensation is approved by seventy five percent (75%) of the Owners at a duly called and noticed meeting.

**8.03 Permitted Improvements; Submittals.** (a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except such improvements as are approved by the Architectural Control Committee in accordance with Article 8.05; or (b) improvements which pursuant to rules promulgated by the Architectural Control Committee do not require the consent of the Architectural Control Committee.

(b) The Architectural Control Committee is hereby authorized to promulgate from time to time written requirements governing the contents of submissions of plans and specifications and other information including, but not limited to, nature, color, type, shape, height, materials and location of the proposed improvements to evidence compliance with and obtain approval of proposed improvements ("Required Submittals"). The Architectural Control Committee may also



promulgate rules providing for the types of improvements which may be made without Architectural Control Committee approval.

**8.04 Design/Construction Criteria.** Exterior design and finishing materials of each Dwelling shall be approved by the Architectural Control Committee prior to the actual commencement of construction provided, however, that the property is subject to the following:

- (a) No vinyl or metal siding is permitted except for the fascia, soffits, overhead area of porches, and garages.
- (b) A minimum of seventy (70%) percent of the exterior walls of all Dwellings shall be composed of brick, brick veneer, stucco, or EFIS wall system.
- (c) No Dwellings of pier construction are permitted. All Dwellings must be of slab construction.
- (d) All mailboxes shall be cast aluminum architectural mailboxes supplied by the Developer.
- (e) Roofing material shall be a minimum 3-tab shingle with a minimum 25-year warranty. No roll roofing shall be permitted.
- (f) No metal chimneys shall be permitted unless enclosed with materials approved for the exterior. All chimneys must have a chimney top.
- (g) All residences shall be constructed with a minimum of eight (8') foot plate and a minimum of 9 to 12 roof pitch.
- (h) No old or second-hand materials shall be used in the construction of the exterior of any Dwelling unless specifically approved by the Architectural Control Committee.

**8.05 Construction and Improvements.** (a) All building, structures, or other improvements (excepting sidewalks and driveways) on or with respect to any Lot shall be located only within the set back requirements specified herein, provided that the Architectural Control Committee shall be empowered to grant variances with respect to such set back requirements.

(b) No construction of improvements on any Lots shall be undertaken or conducted before 7:00 o'clock a.m. or after 9:00 o'clock p.m. Monday through Sunday, except for (i) emergency situations involving the potential loss, injury, or damage to person or property; and (ii) as otherwise permitted by the Architectural Control Committee.

(c) Dumpsters must be provided for trash and debris and port-a-lets for construction workers.

(d) The exterior of any improvement permitted by this Declaration shall be completed within one (1) year after the construction of same shall have been commenced.

**8.06 Architectural Approval.** (a) To preserve the architectural and aesthetic appearance of the Development, the Architectural Control Committee shall review and approve all home building plans, landscaping plans, as well as the location of the placement of each homesite (building pad) on a Lot.

(b) The Architectural Control Committee shall have the discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In the event that any plans and specifications have been disapproved, and the Owner proceeds with construction prior to obtaining the approval of the Architectural Control Committee, then in that event, the Architectural Control Committee shall have the right to enjoin further construction and to require removal or correction of any work until final approval of the plans has been obtained. The Architectural Control Committee shall also be entitled to all reasonable attorney's fees and costs related to pursuing such relief.



(c) Following approval of any plans and specifications, representatives of the Architectural Control Committee shall have the right during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the approved plans and specifications are being complied with. In the event that the Architectural Control Committee shall determine that such approved plans and specifications are not being complied with, the Architectural Control Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. The Architectural Control Committee shall also be entitled to all reasonable attorney's fees and costs related to pursuing such relief.

(d) In the event the Architectural Control Committee fails to (i) approve, (ii) approve as noted, or (iii) disapprove in writing any proposed plans and specifications within twenty (20) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Development as set forth in this Declaration.

(e) Upon approval of plans and specifications, no further approval under this Article 8.05 shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed.

(f) Refusal of approval of plans and specifications may be based by the Architectural Control Committee upon any ground which is consistent with the object and purposes of this Declaration. However, notwithstanding the foregoing, any ruling by the Architectural Control Committee can be overridden by the vote of seventy-five (75%) percent of the Owners.

**8.07 Landscaping Approval.** (a) To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Control Committee.

(b) The provisions of Section 8.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling.

(c) No Owner shall (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is first approved, in writing, by the Architectural Control Committee as provided in Article 8.05 hereof, or (ii) do any work which, in the reasonable opinion of the Architectural Control Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any servitude thereto, without in every such case obtaining the written approval of the Architectural Control Committee.

**8.08 Approval Not a Guarantee.** No approval of plans and specifications shall be construed as representing or implying that such plans and specifications will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Association, the Architectural Control Committee and/or any Owner shall be responsible or liable for (i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, (ii) any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, (iii) any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor (iv) any defects in construction undertaken pursuant to such plans and specifications.

## **ARTICLE IX**

### **RESTRICTIVE COVENANTS**

**9.01 Building Size.** No single story Dwelling on any Lot may be built or occupied having less than One Thousand Four Hundred (1,400) square feet of living area. The minimum living area for each multi story Dwelling shall be One Thousand Five Hundred (1,500) square



feet, and the first floor of such multi story Dwelling must have a minimum of One Thousand (1,000) square feet of living area. In computing or determining the "living area", open porches, screened porches, porches with removable windows, breezeways, patios, landings, outside or unfinished storage or utility areas, garages, and any other area having walls, floors or ceilings not completed as interior living space shall not be included.

**9.02 Setback Requirements.** The front sill or slab (including porches but excluding any overhangs), of any Dwelling shall be located no closer than twenty (20') feet from the front property line. The side and rear setback requirements for each Dwelling shall be five (5') feet on each side with a rear setback of ten (10') feet.

**9.03 Signs.** Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows on any Lot, the exterior of any improvements located within the Development, or elsewhere on any portion of the Property, without the express written permission of the Architectural Control Committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such written conditions, standards, and guidelines as may be from time to time promulgated by the Architectural Control Committee. Notwithstanding the foregoing, a sign advertising property for sale is permitted subject to the limitation that said sign must not exceed dimensions of twenty-four (24) inches by thirty-six (36) inches. All realtor's, builder's, and contractor's signs are to be moved from a Lot after the Dwelling has been sold and/or completed.

**9.04 Antennas.** No television or radio antenna, satellite dish, radio receiver, or other similar device shall be attached to a Dwelling or located on any Lot, except, a satellite dish or satellite type antenna which may be attached to a Dwelling or located on a Lot so long as they are behind the front set back line and out of view from the street and adjacent Lots. Should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner may make written application to the Architectural Control Committee for permission to install a television antenna to be located on the exterior of a Dwelling.

**9.05 Pets and Animals.** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that up to two (2) generally recognized house pets may be kept in Dwellings and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets shall not be allowed to run free, and shall be under leash at all times when walked or exercised in the Development.

**9.06 Nuisances.** No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot or Dwelling, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot or Dwelling which could cause disorderly, unsightly, or unkept conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development or which could result in the cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation.

**9.07 Motor Vehicles, Trailers, Boats, Etc.** Each Owner shall provide for parking of automobiles in enclosed garages equipped with garage doors prior to occupancy of the Dwellings owned or maintained by such Owner. All automobiles owned or used by Owners or Occupants other than temporary guests and visitors shall, as far as possible, be parked in garages. Owners are not permitted to park their automobiles or other vehicles, trailers, or boats on the street or in the front yard. All boats and motor homes shall be parked in a garage or behind a privacy fence having a minimum height of five (5') feet and a maximum height of seven (7') feet.

**9.08 Fences.** No chainlink fences shall be permitted within the Development. All fences, including fences for backyards and swimming pools, must be approved by the Architectural Control Committee prior to their construction. All perimeter fences must be constructed of wood or brick or a combination of the two (2) materials. Any perimeter fence



must be at least six (6') feet in height but no more than seven (7') feet in height above the finished graded surface of the ground. Fence posts which are visible from any street in the Subdivision shall be located on the interior of the Lot so that they will not be visible from the street. Brick posts are excepted from this restriction. Fences erected on a lot must be properly maintained and kept in good repair.

**9.09 Fence Location.** Unless approved in writing by the Architectural Control Committee, no fence shall be erected or permitted to remain on any Lot in the Subdivision between the street and the front setback line.

**9.10 Sports Equipment.** No badminton net, tennis net, volleyball net or other similar sports equipment shall be attached to any structure or free standing within the Development where same is visible from the street. Basketball backboards and goals may be free standing on or adjacent to hard surfaces used as driveways but cannot be attached to any structure.

**9.11 Resubdivision of Lots.** No lot shall be subdivided.

**9.12 Auxiliary Buildings.** No buildings other than a single-family dwelling and private garage are to be built on any Lot. Outbuildings are permitted provided, however, that they are located behind the Dwelling and are located at least ten (10') feet from the rear property line. Further, said outbuildings must consist of the same style, color and architectural design of the dwelling constructed on said Lot. Construction or occupancy of garage apartments, or outbuildings as separate dwelling units on any of the lots in the subdivision is prohibited.

**9.13 Carports and Garages.** Carports are not allowed to be constructed in the Subdivision. All residences must be constructed with a minimum of a two (2) vehicle enclosed garage.

**9.14 Swimming Pools.** Swimming pools shall be permitted, provided that they are fenced to limit access and they are restricted from view of the street.

**9.15 Temporary Structures.** No temporary building, trailer, garage or building in the course of construction or other structure shall be used, temporarily, or permanently, as a dwelling on any Lot.

**9.16 Pipes.** No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

**9.17 Maintenance of Hedges and Plants.** All parcels that have hedges and/or plantings of any nature are to be maintained in such a manner so as not to be unreasonably detrimental to adjoining property owners or to create potentially dangerous traffic conditions.

**9.18 Clothes Lines.** No clothing or any other household fabrics shall be hung in the open on any parcel unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use and unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure at least six inches higher than such hanging articles is approved by the Architectural Control Committee. Under no conditions shall such hanging be seen from the street.

**9.19 Machinery.** No machinery shall be placed or operated upon any lot except such machinery as is usual in the maintenance of a private dwelling.

**9.20 Use.** Except as permitted herein, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic.

**9.21 Vents.** No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.



**9.22 Maintenance.** During construction, homesites must be kept clean and yards cut. It is also understood that it is the responsibility of all owners to keep their lots and improvements in a neat and orderly condition.

**9.23 Air Conditioning.** No air conditioning apparatus shall be installed on the ground in the front of a Dwelling. No air conditioning apparatus shall be attached to any side wall of a house other than compressor units for central air conditioning systems. In the event a compressor system is placed in the side yard of any Lot, this compressor system must be located behind the front building line nor shall it be visible from the street.

**9.24 Underground Utilities.** All Lots shall be serviced by underground utilities. Lot owners will not erect or grant to any person, firm, or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical or telephone service on the Lot (except such poles and overhead facilities as may be required at those places where prior written consent of the Architectural Control Committee has been obtained). Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting, where serviced by underground wires or cables.

**9.25 Connection Points for Utility Service Lines.** Each Owner agrees to connect utility service lines (including, but not limited to, water, sewerage and electricity) at points designated by Developer.

**9.26 Sidewalks.** Within the period provided below, each Lot Owner shall cause a sidewalk to be constructed as hereinafter described. Sidewalks shall be constructed in accordance with the Carencro City Ordinance regarding sidewalks. Sidewalks shall have a width of sixty (60") inches, and shall extend the entire length of such boundary. Sidewalks shall be constructed so as to join existing sidewalks located on adjacent Lots at the same height, width and displacement.

Sidewalks shall be constructed upon the completion of improvements placed on any Lot. In the event the Owner fails to do so after ten (10) days written notice, Developer shall have the right to file in the records of Lafayette Parish, Louisiana, an affidavit setting forth the estimated cost of completing the sidewalk. The amount of such estimate shall be a charge and lien upon the property affected from the date of recordation of Developer's affidavit and shall also be the personal obligation of the Owner of the property. Developer may bring an action against the Owner personally obligated to pay the same and/or foreclose the lien against the property. Interest at the rate of twelve (12%) percent per annum from date of recordation of the affidavit, along with all costs and reasonable attorney's fees incurred in such action, shall be added to the amount due. Once sidewalks have been constructed by the Owner and the lien for the construction of sidewalks is paid in full, the right to lien shall terminate.

**9.27 Lawns.** All property not landscaped in front of residences will be seeded with grass and will be kept mowed, and in presentable condition. Grass will not be allowed to grow higher than six (6") inches above grade. Developer or Developer's designated successor shall have the right to mow any grass in violation of this section if, after ten (10) days written notice, the Owner of said Lot fails to do so and Developer shall also have the right to be reimbursed by such Owner for expenses incurred. Such expenses, together with the reasonable attorney's fees incurred by Developer in collecting same, shall be a charge and lien upon the property affected, from the date of recordation in the records of Lafayette Parish of an affidavit executed by Developer attesting to the facts giving rise to said lien. Such assessment shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment was made. Developer may bring an action against the Owner personally obligated to pay the same and/or to foreclose the lien against the property and interest at the rate of eighteen (18%) percent per annum, all costs and reasonable attorney's fees incurred in such action shall be added to the amount due. Any lien filed under this paragraph shall be inferior to all-prior mortgages or liens of records.

**9.28 Trash.** No trash, refuse, scrap lumber, metal, or piles of garbage, and no grass, shrub or tree clippings will be allowed between the rear of any residence and the street bordering the lot on which the residence is located. All such trash, refuse, etc., must be kept out of sight, and to the rear of the residence, so as not to be seen from the street bordering the lot on which the residence is located, except that such trash, refuse, etc. may be maintained at such times as may be reasonably



necessary to permit garbage or trash pickup in such containers as may be approved by the Architectural Control Committee.

**9.29 Driveways.** Driveways shall be constructed of concrete. Driveways may not be constructed closer to the side property line than allowed by the City of Carencro, especially when an electrical transformer or pedestal is located near the side property line.

## **ARTICLE X**

### **GENERAL PROVISIONS**

**10.01 Amendment.** Until all of the Lots in the Subdivision are disposed of by Appearer, these restrictions, including, but not limited to, front, side or rear setback requirements, may be amended unilaterally by an act executed by Appearer without the written consent of any other Owner of a Lot in the Subdivision. However, no amendment may be enacted by Appearer unilaterally pursuant to the above authority without the written consent of eighty (80%) percent of the Owners of the Lots in the Subdivision where such amendment affects restrictions related to the manner which these Lots may be utilized (i.e. residential). After the sale of all the Lots in the Subdivision by Appearer, amendments affecting these restrictive covenants must be approved by Lot owners owning two-thirds ( $2/3^{\text{rd}}$ ) of the Lots in the Subdivision.

**10.02 Severability.** Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**10.03 Enforcement of Restrictions.** Should any person or persons violate or attempt to violate any of the covenants herein, it shall be lawful for any persons or persons owning any real property in the Development to prosecute in law and in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing and to recover damages or other dues for such violation including reasonable attorney's fees in the prosecution of said cause.

**10.04 Duration.** The provisions of this Declaration shall run with the title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration. Upon the expiration of such twenty (20) year period, the Declaration shall be automatically renewed for successive ten (10) year periods. However, there will be no renewal or extension of this Declaration, if, during the last year of the initial twenty (20) year period, or the last year of any ten (10) year renewal period, seventy-five (75%) percent of the Owners agree in writing to terminate this Declaration at the end of the then current term.

**10.05 Interpretation.** In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Appearer (as long as Appearer owns a Lot in the Subdivision) will best effect the intent of the general plan of the development. After Appearer has conveyed all of the Lots in the Subdivision, then the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, from a reading of this Declaration and any amendments thereto, will best effect the intent of the general plan of the development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its being filed into the Records of the Clerk of Court for Lafayette Parish, Louisiana. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Louisiana.

**10.06 Gender and Grammar.** The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.



THUS DONE AND PASSED in the Parish of Lafayette, Louisiana, on the 3rd day of July, 2008, in the presence of the undersigned competent witnesses, who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

Ryanne M. Cole  
Ryanne M. Cole  
Madgett T. Richard  
Madgett T. Richard

PELICAN RIDGE, LLC

By:

[Signature]  
HAROLD PAUL BROUSSARD, II

By:

[Signature]  
JOSEPH L. CASTILLE

[Signature]

NOTARY PUBLIC  
GERALD J. DARTEZ  
Notary ID No. 39485



**CERTIFICATE OF AUTHORITY**

BY: PELICAN RIDGE, LLC  
200 Arabian Drive, Lafayette, Louisiana 70507

I/WE THE UNDERSIGNED, being the only Members (including Managing Member) of PELICAN RIDGE, LLC (the "Company"), do hereby certify that the Company is organized and existing as a limited liability company under and by virtue of the laws of the State of Louisiana, with its offices at 200 Arabian Drive, Lafayette, Louisiana 70507.

MEMBERS AND AUTHORIZED SIGNERS. I further certify that the following is a complete list of the names of all members of the Company:

Members' Names: Harold Paul Broussard, II  
Joseph L. Castille  
David Belleville and Linda Belleville, in trust,  
As co-Trustees of the "Belleville 2005 Trust"

ASSUMED BUSINESS NAMES. Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: None.

I FURTHER CERTIFY that at a meeting of the members of the Company (or by other duly authorized company action in lieu of a meeting), duly called and held, at which a quorum was present and voting, the following resolutions were adopted:

BE IT RESOLVED that Harold Paul Broussard, II, and Joseph L. Castille, be and hereby are authorized, empowered and directed to execute on behalf of the Company the Act of Dedication and Declaration of Covenants, Conditions, and Restrictions for Pelican Ridge Subdivision, Phase II, and any and all amendments pertaining to the said Declaration and to incorporate in said act such terms and conditions as they deem to be in the best interest of the Company.

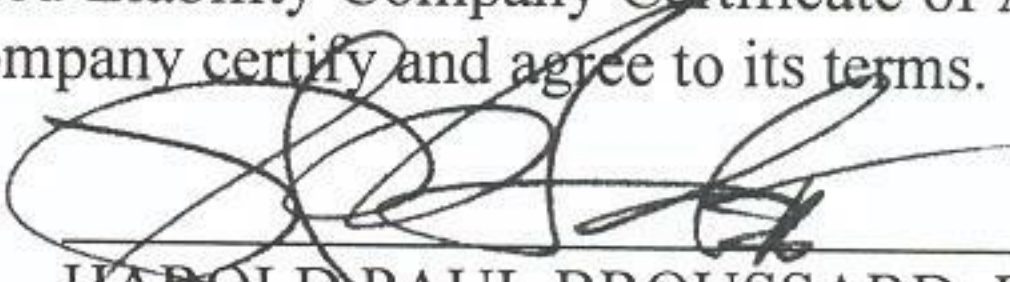
BE IT FURTHER RESOLVED, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved, that these resolutions shall remain in full force and effect.

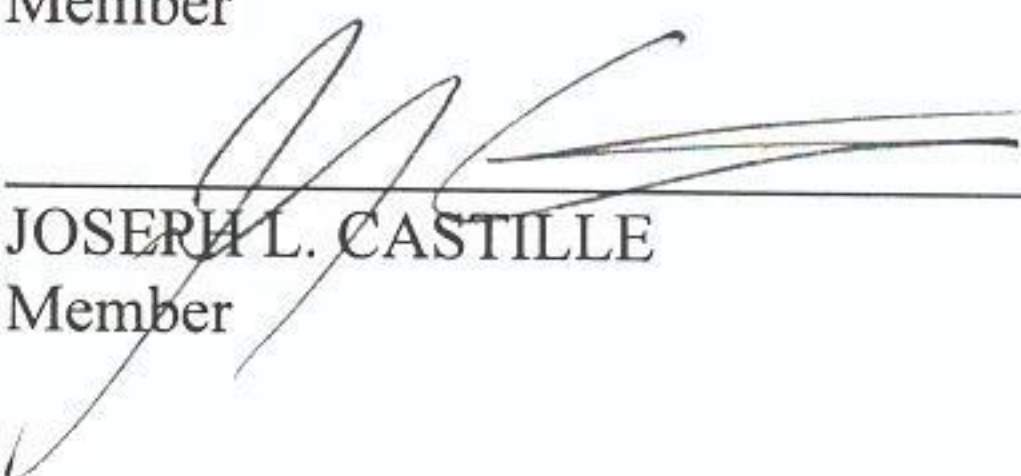
WE FURTHER CERTIFY that the member named above is duly elected, appointed, or empowered by or for the Company, as the case may be, that the foregoing resolutions now stand of record on the books of the Company; and that the resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

I have read all the provisions of this Limited Liability Company Certificate of Authority, and I jointly and severally and on behalf of the Company certify and agree to its terms.

7/3/08  
DATE

7/3/08  
DATE

  
HAROLD PAUL BROUSSARD, II,  
Member

  
JOSEPH L. CASTILLE  
Member