STATE OF LOUISIANA
PARISH OF CAMERON

RESTRICTIVE COVENANTS FOR
PELICAN BEACH SUBDIVISION AS OF MARCH 28, 2005

BEFORE ME, the undersigned Notary Public, and in the presence of two undersigned competent witnesses, came and appeared,

HUNT HOMES, L.L.C. (Tax Identification #72-1473490), a Louisiana limited liability company, with a mailing address of 343 Long Beach Road, Cameron, Louisiana, appearing herein through BARRY WALTER HUNT and LISA WILDE HUNT, its duly authorized managers;

who declared that they are owners of the following described property in Cameron Parish, Louisiana to-wit:

TRACT 1:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 8.5 ACRES MORE OR LESS SITUATED IN PLOTS 27 AND 28 OF THE PARTITION OF PROPERTY OF MR. J.B. ERBELDING, SR., ET AL LOCATED IN SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 WEST, SOUTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN, CAMERON PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 WEST, SOUTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN, CAMERON PARISH, LOUISIANA; THENCE SOUTH (RECORD) FOR A DISTANCE OF 487.6 FEET (RECORD) TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOUISIANA STATE HIGHWAY NO. 82; THENCE CONTINUE SOUTH (RECORD) FOR A DISTANCE OF 120 FEET (RECORD) TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOUISIANA STATE HIGHWAY NO. 82; THENCE SOUTH 88 DEGREES 48 MINUTES EAST (RECORD) ALONG THE SOUTH RIGHT OF WAY LINE OF SAID
HIGHWAY 82 FOR A DISTANCE OF 1614.4 FEET (RECORD) TO A FOUNDED 1" BENT IRON PIPE, MARKING THE NORTHWEST CORNER OF PLOT 27 OF THE PARTITION OF PROPERTY OF MR. J.B. ERBELDING, SR., ET AL; THENCE LEAVING THE AFOREMENTIONED HIGHWAY AND RUN SOUTH 00 DEGREES 05 MINUTES 02 SECONDS WEST (RECORD SOUTH) ALONG THE WEST LINE OF PLOT 27 FOR A DISTANCE OF 3597.79 FEET TO A SET 5/8" ROD AND THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING AND LEAVING THE WEST LINE OF PLOT 27 RUN NORTH 84 DEGREES 00 MINUTES EAST FOR A DISTANCE OF 1032.1 FEET TO A FOUNDED 1&1/2" IRON PIPE ON THE EAST LINE OF PLOT 28 OF THE PARTITION OF PROPERTY OF MR. J.B. ERBELDING, SR., ET AL; THENCE SOUTH 00 DEGREES 05 MINUTES 45 SECONDS WEST (RECORD SOUTH) ALONG SAID EAST LINE FOR A DISTANCE OF 360.0 FEET TO A FOUNDED 1&1/2" IRON PIPE MARKING THE SOUTHEAST CORNER OF PLOT 28 OF THE PARTITION OF
PROPERTY OF MR. J.B. ERBELDING, SR., ET AL; THENCE SOUTH 84 DEGREES 01 MINUTES 09 SECONDS WEST (RECORD SOUTH 84 DEGREES 00 MINUTES WEST) ALONG THE SOUTH LINE OF PLOT 28 FOR A DISTANCE OF 519.90 FEET (RECORD 519.9 FEET) TO A FOUND 1&1/2” IRON PIPE AT THE CORNER COMMON TO PLOTS 27 AND 28 OF SAID PARTITION; THENCE SOUTH 83 DEGREES 58 MINUTES 46 SECONDS WEST (RECORD SOUTH 84 DEGREES 00 MINUTES WEST) ALONG THE SOUTH LINE OF PLOT 27 FOR A DISTANCE OF 512.14 FEET (RECORD 511.6') TO A FOUND 1” IRON PIPE AT THE SOUTHWEST CORNER OF PLOT 27; THENCE NORTH 00 DEGREES 05 MINUTES 02 SECONDS EAST (RECORD NORTH) ALONG THE WEST LINE OF PLOT 27 FOR A DISTANCE 360.0 FEET TO THE POINT OF BEGINNING; CONTAINING 8.5 ACRES MORE OR LESS.


TRACT 2:

THAT CERTAIN TRACT AS SITUATED PLOT 27 OF THE PARTITION OF PROPERTY OF MR. J.B. ERBELDING, SR., ET AL LOCATED IN SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 WEST, SOUTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN, CAMERON PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 WEST, SOUTHWESTERN LAND DISTRICT, LOUISIANA MERIDIAN, CAMERON PARISH, LOUISIANA; THENCE SOUTH (RECORD) FOR A DISTANCE OF 487.6 FEET (RECORD) TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOUISIANA STATE HIGHWAY NO. 82; THENCE CONTINUE SOUTH (RECORD) FOR A DISTANCE OF 120 FEET (RECORD) TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOUISIANA STATE HIGHWAY NO. 82; THENCE SOUTH 88 DEGREES 48 MINUTES EAST (RECORD) ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY 82 FOR A DISTANCE OF 1614.4 FEET (RECORD) TO A FOUND 1” BENT IRON PIPE, MARKING THE NORTHWEST CORNER OF PLOT 27 OF THE PARTITION OF PROPERTY OF MR. J.B. ERBELDING, SR., ET AL; THENCE CONTINUE SOUTH 88 DEGREES
48 MINUTES EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF LOUISIANA STATE HIGHWAY NO. 82 FOR A DISTANCE OF 437.28 FEET TO A POINT IN THE CENTER OF AN EXISTING ROAD AND THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT. FROM SAID POINT OF BEGINNING RUN 12.5 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 3542.56 FEET TO ITS TERMINATION; CONTAINING 2.0 ACRES, MORE OR LESS.


BARRY WALTER HUNT and LISA WILDE HUNT state that they are the owners and developers of PELICAN BEACH SUBDIVISION, a single-family subdivision which will be developed out of the above described property. BARRY WALTER HUNT and LISA WILDE HUNT by this act impose upon the property the restrictions, obligations, covenants, servitudes and conditions hereinafter set forth. The appearers further will create a subdivision on the above described tract. The purpose of these restrictions and covenants is to form a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The real (immovable) property described herein is hereby subjected to the covenants, conditions, restrictions, obligations, reservations, liens, and servitudes herein set out to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; and to preserve, so far as practicable, the natural beauty of Pelican Beach Subdivision. All portions thereof shall be conveyed, transferred and sold by any record owner thereof, subject to the
restrictions, obligations, conditions, covenants, reservations, liens and servitudes hereinafter set out, all of which are imposed upon the property and all of which shall run with the land.

The following restrictions shall apply:

1. All lots shall be used for single-family residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot which exceeds three (3) stories in height, excluding ground level under elevated homes.

2. All construction must be approved by the Building Committee prior to commencement of construction. All homes to be constructed must have a building permit issued by the Parish of Cameron prior to commencement of construction.

3. The Building Committee will be comprised of Barry W. Hunt and Lisa W. Hunt for a period of five years. At the end of their five year term, the Building Committee shall be comprised of Barry W. Hunt plus two additional members to be elected by the Neighborhood Association for two year terms at a time.

4. The first structure built on each lot must be the home. No garage, storage sheds, or outbuildings of any kind will be permitted prior to the construction of the home.

5. No building or overhang shall be erected on any lot closer than twenty (20) feet to the front property line, and no closer than fifteen (15) feet to the sides of any other property line and twenty (20) feet from the back property line, provided that where two (2) lots or a single lot and part of an adjoining lot(s) are owned by the same person, then property lines for purposes of these restrictions shall be the exterior lines of the combined tract. The front of the lot shall be deemed that side that is along the road or street. There is a 10’ road or street side easement for utilities (electric, water, telephone). Absolutely no digging in this area.

6. No lot may be sub-divided into a smaller lot.
7. Should an owner of a lot choose to resale the lot, the new buyer and all construction must be approved by Pelican Beach Association board members. This is a private community and will be handled as such.

8. No residence shall be constructed in the subdivision with a living area of less than 1,200 heated and cooled square feet, exclusive of attics, porches, garages, carports, unheated storerooms, and other similar areas. The first occupied level shall be no less than 1,000 heated and cooled square feet.

9. If a builder other than Hunt Homes, L.L.C. is used in the construction process, there will be a $4,000.00 road usage fee payable to Hunt Homes, L.L.C., payable prior to the initial building phase. All builders must show proof of workers’ compensation and general liability insurance, and be a licensed Louisiana residential contractor. A Certificate of Insurance will be required by the Building Committee.

10. Prior to construction of any buildings on any lots, said lot elevations, with regard to the construction site, shall meet FEMA specifications, and the requirements of Cameron Parish (or any subdivision thereof) regulations or ordinances.

11. Garage apartments are not permitted for rental. Furthermore, no home in Pelican Beach may be rented or leased without the approval of the Pelican Beach Association. This is a private gated community and renting or leasing property is not fair to other landowners. This will be strictly enforced by the association.

12. No camping in tents, motor homes, or travel trailers of any kind will be permitted in Pelican Beach Subdivision.

13. Any garage or carport constructed on any lots must have a driveway at least ten (10) feet in width leading from the street to such garage or carport. Any building, whatever the use, must
be built on a concrete slab and be of comparable materials, style and design to the residence, provided that any residences and boat houses constructed on concrete or wood pilings may have floors of wood, steel or reinforced concrete. Ground level must be a concrete slab.

14. Except for used brick, no used buildings or used building materials may be used for or in any residence, unless approved in writing, by the Building Committee.

15. All exterior construction, including renovations of any other building (previously approved by the Building Committee) must be completed within six (6) months from date construction commences, no exceptions. All interior construction must be completed within one (1) year from date exterior construction commences, no exceptions.

16. No fences or walls shall be erected or placed on the front one-third (1/3) of any lot, nor shall any fence or wall be higher than six (6) feet. All fences must be either of chain link, wood, vinyl or HardiPlank, and no fence constructed of barbed wire, box wire, chicken wire, or any other material shall be permitted. No fences shall be constructed on vacant lots.

17. Each owner shall keep his lot clean and free of trash and rubbish, and the grass shall be regularly cut, before and after construction of any kind. Lots not kept free and clear of rubbish will be cleaned by the neighborhood association’s lawn care provider and the cost will be assessed to the lot owner.

18. No vegetables, such as tomatoes, peppers, beans and the like, shall be planted anywhere on any lot, except from the rear foundation line of the residential structure to the back property line of the lot.

19. Where natural drainage of adjoining lots is found to exist, nothing shall be done to construct or impede such natural drainage. Any additional fill must be approved by the Building
Committee. No fill will be permitted past the delineation line determined by the Corps of Engineers.

20. No animals, livestock or poultry of any kind, other than domestic household pets, shall be kept on the premises. No pit bulls or rottweilers shall be allowed at all. All dogs shall remain under fence at all times unless on a leash.

21. No trailer of any kind, including double wide trailer, modular homes, motor home, travel trailer, tent, garage, shack or outbuilding of any kind shall, at any time, be used as a residence. No manufactured homes or pre-assembled homes whatsoever will be allowed. No automobile or truck of any kind, except those used regularly by residents, shall be permitted to remain on any residential lot, nor shall any lot be used to repair motor vehicles, boats, motors or machinery or to store motor vehicles, parts of motor vehicles, machinery of any kind, boats, and campers that are not in working order. All vehicles must be parked on the owner’s property and not in the street. However, no vehicles of any kind may be stored on a lot that does not have a home.

22. No noxious, offensive, unsanitary, unsightly or unusually noisy activity may be carried on upon any lot nor shall anything be done thereon which might be considered a nuisance to the neighborhood. No lot shall be used a dumping ground for rubbish, trash, cuttings or garbage, nor shall waste of any kind be deposited or kept in any lot, except in sanitary containers. All equipment or containers for the temporary storage of such material shall be kept in a clean and sanitary condition and out of sight.

23. No sign of any kind shall be displayed on any residential lot except one sign of not more than five (5) square feet advertising the property for sale. Upon sale of property, all signs must be removed within 48 hours.
24. There will be a neighborhood association, Pelican Beach Association, and all lot owners are required to be members. Pelican Beach Association will own the road and any property inside the neighborhood deemed for neighborhood use.

25. The dues for Pelican Beach Association will be no less than $500.00 per year and can be increased only by a two-thirds vote of the association. This money will go towards upkeep of the association’s roads, cutting of grass in association-owned areas, and liability insurance for association properties. All dues are payable on or before the 30th of January. Dues will be prorated for the year that the property is purchased.

26. All dues and fees that are not paid on time are subject to fines of not more than $100.00 per week. If dues and fees are not paid within sixty (60) days of the due date, the Association will have the right to place a lien on the property and the owner will lose all Association privileges (i.e., code to gate, etc.) until they are paid in full.

27. Pelican Beach Subdivision is a gated community. Absolutely no one will be allowed onto the property except for owners, families, guests and permittees. There are two gates to the subdivision, and both are to be kept closed at all times. It is understood by all landowners that sheriff’s patrol, fire department, and utility service providers shall have access at all times.

28. All owners will be responsible for the upkeep of their property. All lots must be kept neat and in order. The Association has a lawn care program. The owner may choose to have the Association care for the lawn for an additional fee or the owner may take care of this personally. If a lot is not cut (determined by grass in excess of 3” in height), the Association will cut it and the owner will be charged $75.00 per lot. As this is a private, gated community, the owner may not hire anyone other than the approved lawn care provider for the neighborhood.
29. The speed limit from the highway gate to the neighborhood gate is 10 mph. This will be strictly enforced. If violations of the speed limit occur, the Association will have the right to fine the offending homeowner.

30. No ATV’s (4-wheelers, 3-wheelers, etc.) of any kind will be allowed on the private road or any street in the subdivision. ATV’s will be allowed access to the beach over the designated right of way on the east side of the property.

31. There will be two 10’ wide accesses to the beach. Everyone must use these rights-of-way to the beach. No driving over sand dunes will be permitted. This will be strictly enforced. Louisiana State Law 544 will apply.

32. Homeowner’s insurance is the responsibility of the homeowner and is not the responsibility of Pelican Beach Association or Hunt Homes, L.L.C.

33. These covenants shall run with the land and shall be binding upon and inure to the benefit of all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof. Thereafter, these covenants shall be automatically extended for successive periods of ten (10) years each, unless at least two (2) years prior to the time at which such would otherwise expire, an instrument signed by a majority in interest of the then owners of the lots has been recorded in the office of the Clerk of Court of Cameron Parish, Louisiana, which states that the majority of such owners amend or abolish said covenants in whole or in part, and which shall also state that those covenants abolished shall cease to have any further force or effect at the end of the then current term of said covenants, and all remaining restrictions amended or otherwise, shall remain in full force and effect for the succeeding term. Nothing herein contained shall prevent the owners from amending these declarations at any time by unanimous action.
34. If the developer or future owners of lots in Pelican Beach Subdivision, their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot or for the or for the Developer, or any governmental subdivision or agency, to prosecute any proceedings at law or 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 amounts for such violation for his or its own account or for the account of the other parties similarly invoked or situated or both, or to seek both of those types of relief or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. The rights granted hereunder shall also extend to the Parish of Cameron for enforcement of its ordinances and regulations where applicable.

35. The illegality or invalidity of any covenant or provision hereof or any part hereof or the unenforceability of any of the other provisions or parts hereof shall not affect any other provisions hereof which shall remain in full force and effect.

36. The Cameron Parish Policy Jury, the Cameron Sheriff’s Department, the Cameron Parish Fire Department, the State of Louisiana, Jeff Davis Electric Cooperative, Cameron Parish Water District #10, Cameron Communications, and any television cable company shall have access and the code number to the gate so that all these entities can provide their designated service including but not limited to fire protection, water, police protection, electricity, telephone service, cable service, and other utilities which are necessary. The access shall be allowed to service customers and to maintain, fix, lay, connect, read, disconnect any and all lines, meters,
valves, or any other apparatus considered to be part of the utilities referenced herein. Each entity shall have reasonable access and use of the roads of the subdivision.

THUS DONE AND SIGNED, before me Notary Public, at Cameron, Louisiana on this ___ day of _______________ 2005, in the presence of __________________________ and ______________________________, the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES: HUNT HOMES, L.L.C.:

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BY: _____________________________
   BARRY WALTER HUNT, its authorized agent

BY: _____________________________
   LISA WILDE HUNT, its authorized agent

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NOTARY PUBLIC

Notary Name: ______________________
Notary No.: ________________________
Commission Expires: _______________