

AMENDMENT #4
OF
PELICANS LANDING
DECLARATION OF COVENANTS
RESTRICTIONS AND SERVITUDES

BE IT KNOWN, on the below listed dates, before me, the undersigned Notaries Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 2)

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 3)

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 4)

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 6)

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 8)

[REDACTED] a person of the full age of majority and whose mailing address is [REDACTED]; (Lot 10)

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 11)

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 12)

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 14)

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 15)

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 16)

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 18)

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[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 19)

[REDACTED] both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 20)

[REDACTED] both persons of the full age of majority, currently married, and whose mailing address is [REDACTED]; (Lot 21)

[REDACTED] a person of the full age of majority whose mailing address is [REDACTED] (Lot 22)

[REDACTED], both persons of the full age of majority and whose mailing address is [REDACTED]; (Lot 29)

[REDACTED] a person of the full age of majority, whose address is [REDACTED]; (Lot 31)

[REDACTED], ITS AGENT, DULY AUTHORIZED, whose address is [REDACTED]; (Owner of lots 23 – 28, 30, 32 – 34, and 36)

who declared that they are the owners of all the lots located in Pelicans Landing, Crown Point, Lots 1 through 36, Jefferson Parish, Louisiana, and that pursuant to the provisions of the Declaration of Covenants, Restrictions and Servitudes, they do hereby amend said Declarations as follows, to-wit:

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("Declarant"); who makes the following declarations:

RECITALS:

NOW, THEREFORE, Declarant, as owners of the property described herein, and for the purposes set forth herein, hereby declares, on behalf of itself, its successors, assigns and grantees and their respective heirs, successors, assigns and grantees, as follows:

WHEREAS Declarant caused to be placed Declaration of Covenants, Restrictions and Servitudes on the real property known as Pelicans Landing, Lots 1 thru 22, Jefferson Parish, Louisiana, as contained in COB 3205, folio 989 and the Amendment #1 recorded in in COB 3232, folio 88; and further Amended by Amendment #2 recorded in COB 3292, folio 704; and further Amended by Amendment #3 recorded in COB 3379, folio 453, and by Declaration of Covenants, Restrictions and Servitudes on the real property known as Pelicans Landing, Lots 23 through 36, Jefferson Parish, Louisiana, as contained in COB 3466, folio 588;

WHEREAS said Declaration of Covenants, Restrictions and Servitudes contained in COB 3205, folio 989, as Amended, and said Declaration of Covenants, Restrictions and Servitudes contained in COB 3466, folio 588, are allowed to be amended/changed and modified with the written consent of at least 2/3 of the Owners of the Lots in the Subdivision. Over 2/3 of the Owners of the Lots in Pelicans Landing are herein availing itself of such privilege and further declare that the Declaration of Covenants, Restrictions and Servitudes contained in COB 3205, folio 989, as amended, and as contained in COB 3466, folio 588, changed and modified to read as stated herein; and

WHEREAS Owners in Pelicans Landing desire to create a waterfront residential community; and

WHEREAS Owners in Pelicans Landing desire to provide for the preservation of the values and amenities, and to this end, desires to subject the real property herein to the covenants,

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restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and of each owner thereof; and

WHEREAS Owners deem it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS Declarant has incorporated under the laws of the State of Louisiana, as a non-profit corporation, the name of which is PELICANS LANDING HOMEOWNERS ASSOCIATION, INC., for the purposes of exercising the functions aforesaid.

NOW THEREFORE, Owners in Pelicans Landing hereby declare that, 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, the dwellings and any and all other improvements located therein or thereon, all of the Property shall be held, sold, used and conveyed, subject to the restrictions, covenants, and conditions set forth in this Declaration, which shall run with the title to the Property. This declaration shall be binding upon all parties having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in title, and assigns and shall inure to the benefit of each owner of any portion of the Property. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by all of the provisions of this Declaration.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration and in any supplemental declaration shall have the following meanings:



- 1.1 The "Property" shall mean and refer to the real property that is known as Lots 1 thru 36 Pelicans Landing, Crown Point, Jefferson Parish, LA as per plan by Dufrene Surveying and Engineering, Inc.
- 1.2 "Lot" shall mean and refer to any of the Lots numbered 1 thru 22, Pelicans Landing shown upon the above-referenced survey of Dufrene Surveying & Engineering, Inc., dated December 19, 2003, as recorded in COB 3113, folio 844 and the amended Ordinance dated June 21, 2005, as recorded in COB 3148, folio 94, and Lots 23 thru 36 as per plan by Dufrene Surveying & Engineering, Inc., as recorded.
- 1.3 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable mortgage provisions, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.4 "Member" shall mean and refer to all those Owners who are members of the Association.
- 1.5 "By-Laws" shall mean and refer to the By-Laws of Pelicans Landing Homeowners Association, Inc., as they may be enacted and amended from time to time.
- 1.6 "Special Assessments" shall mean and refer to assessments applicable for a given year for unusual or unexpected expenses, such as the cost of redredging of canals or landscaping of entrance, or for needed repairs.
- 1.7 "Specific Assessments" shall mean and refer to costs incurred in bringing a Lot into compliance with the terms of this Declaration.
- 1.8 "Declarant" or "Developer" shall mean and refer to Crown Point Development, Co., its affiliates and assigns.



- 1.9 "Design Guidelines" shall mean and refer to the design and construction guidelines and procedures set forth in Articles VI thru VIII hereof.
- 1.10 The "ARC" shall mean the Architectural Review Committee, which shall be created and constituted as set forth herein.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

- 2.1 The Property. The real property, which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration, as amended herein, located in Section 11, Township 15 South, Range 23 East, Jefferson Parish, Louisiana, and is known as Pelicans Landing, comprised of residential Lots 1 thru 36, inclusive, together with any Common Properties designated on the plats of subdivision by Dufrene Surveying and Engineering, Inc., as recorded.
- 2.2 Exceptions. The exceptions to the Association payments and regulations are described more fully below.

Lot 1: Should the owner of Lot 1 ever build a single family house on Lot 1, then the owner of Lot 1 shall pay all Association fees, assessments, and special assessments.

Lots 23-36: Any pre-existing abutting lot that is resubdivided into any piece or portion of this subdivision shall be subject to these covenants. Crown Point Development Co., as the owner of lots 23 thru 36, will not owe any association fees. Any purchaser shall become responsible for any association fees upon the purchase of any lot.

Subdivision: In the event that any lot is resubdivided into an existing abutting lot, creating a larger single parcel, then the Owner will be considered a single membership, is liable for a single Association fee payment, and, as such, will be entitled to only one vote in Association matters..



ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record Owner of a fee interest or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the PELICANS LANDING HOMEOWNERS ASSOCIATION, INC., provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

There shall be only one membership per Lot. If a Lot is owned by more than one person, all co-owners shall share the privileges of such membership, subject to reasonable Board regulations and the restrictions on voting, and all such co-owners shall be jointly, severally, and solidarily obligated to perform the responsibility of Owners. The membership privileges of an Owner which is not a natural person may be exercised by an officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Special Assessments. The Association may from time to time levy a Special Assessment applicable to that year only. Special Assessments shall have the consent of fifty-one percent (51%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least (30) days in advance and shall set forth the purpose of the meeting. Written notice of the assessment, whether Special, or Specific, shall be sent to every Owner subject thereto at the address provided by the Owner to the Association, not less than thirty (30) days before the payment thereof is due.



4.2 Assessments. At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall prepare a budget covering the estimated Common Expenses during the coming year. Assessments shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted common expenses.

Written notice of the Annual Assessment shall be provided to all Lot Owners by the Board. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate signed by an officer of the Association, setting forth whether said assessment has been paid.

4.3 Effect of Non-Payment of Assessments; Personal Obligation of Owner; Liens and Other Remedies of the Association. If any assessment (whether Annual, Special, or Specific) is not paid when due, then such assessment shall be deemed delinquent at which point the amount thereof, together with interest thereon, and the cost of collection thereof as hereinafter provided, shall be a continuing lien on the Lot or Lots subject to said assessment, and such lien may be evidenced by the filing of a lien affidavit in the mortgage or other records of Jefferson Parish.

If the assessment is not paid in thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association may bring an action at law against the Owner who is personally obligated to pay the same, or foreclose on the lien against the Property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; in the event that judgment is obtained, such judgment shall



include interest on the assessment as above provided and a reasonable attorney's fee of a minimum of \$300.00 together with cost of the action.

4.4 Specific Assessments. The Association shall have the power to levy Specific Assessments against a Lot to cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, provided that the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment.

**ARTICLE V
SECURITY, INDEMNIFICATION AND INSURANCE**

5.1 Security. The Declarant, and subsequently, the Board of Directors or any Officer charged with the responsibility thereof, shall not, under any circumstances or at any time, be responsible or liable for security on, or in the vicinity of, the Property. The Association may (but shall not be obligated to), maintain or support certain activities within the Property to make the Property safer than otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers of guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Property, cannot be compromised or circumvented, or that any such systems or security measures undertaken will prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and Committees, Declarant, and any successor Declarant are not insurers, and that each person using the Property assumes all



risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

5.2 Indemnification. To the maximum extent permitted under Louisiana law, the Association shall indemnify, hold harmless, and defend every Officer, Director, and committee member against all damages and expenses, including attorney's fees, reasonably incurred in connection with an action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the Board of Directors) to which he or she may be a party by reason of being or having been an Officer, Director, or committee member, including, without limitation, any and all claims for personal injury, death, or property damage.

No Officer, Director, or committee member shall be liable if she or he acted in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interest of the Association.

No Officer, Director or committee member shall have any personal liability with respect to any contract or other commitment made or action taken in good faith by or on behalf of the Association. The Association shall indemnify, hold harmless, and defend each such Officer, Director and committee member from and against any and all liability to others on account of any such contract, commitment or action.

**ARTICLE VI
DESIGN AND CONSTRUCTION
REQUIREMENTS AND GUIDELINES**

6.1 General. The design and construction procedures set forth herein (the "Design Guidelines"), shall govern the design and construction of residential dwellings and other structures within the subdivision by addressing site design issues, construction, architectural design and quality of construction materials. These Design Guidelines are



intended to provide Owners, architects and contractors with a set of parameters to be used in their preparation of plans and specifications, as well as submittal procedures for review and approval of plans and construction procedures. All new construction and improvements to Lots within the subdivision shall be reviewed and approved prior to obtaining a Building Permit from Jefferson Parish, or any actual work taking place on the Property.

- 6.2 Architectural Review Committee. Administration of the Design Guidelines and review of all applications for construction and modifications shall be performed by an Architectural Review Committee, hereinafter referred to as the "ARC". The ARC shall be composed of three (3) committee members, appointed by the Developer, and thereafter by the Association, who need not be Members of the Association or representatives of Members and may (but need not), include architects, engineers, landscape architects, inspectors, and attorneys or similar professionals, whose compensation for review services, shall be established by the Developer during Class A Control provided the Board. The members of the ARC shall be held harmless and indemnified from and against claims, damages, losses and/or-expenses of others, including but not limited to attorney's fees, which may arise as a result of the administration of the Design Guidelines. The ARC may vary at its sole discretion and make exceptions to the Design Guidelines on an individual Lot or Lots.
- 6.3 Requirements and Process for Review. Each applicant shall be required to submit an application which shall contain a complete set of plans in accordance with all laws and regulatory requirements having jurisdiction. This complete set of plans shall include a site plan, foundation plan, elevations, floor plan, electrical plan, and roof plan.

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The Site Plan, with minimum scale of 1"=20'-0", should indicate the location of the proposed residential structure and other structures. Setback lines, retaining walls, fences, pools, patios, driveways, landscaping and irrigation systems, drainage, and any other proposed, exterior improvements shall be clearly indicated.

Requests for variances to the Design Guidelines must be in writing and must state the reason for and the variance requested, with the Owners name, address and Lot number. The ARC shall have sole authority to approve or reject any request for variance, and the decision of the ARC is final.

The following requirements and guidelines shall be used by the ARC to review and evaluate the application and plans and specifications for the development of each Lot and the construction of the residential dwelling and other structures and improvements. As each prospective Owner consciously and diligently adheres to the requirements and guidelines outlined herein, the ARC shall make every reasonable effort to assist such Owner in accomplishing his desired goal.

6.4 Construction. The owner must make use of authentic and time-tested construction materials and techniques relating to a waterfront environment. The bottom floor may be open, but all support pilings shall be fully finished to blend with main structure. Form cast concrete piers and concrete masonry unit (CMU) piers are permissible. Timber piers are not allowed for main dwelling construction.

6.5 Orientation / Minimum Area Requirement. All residential structures shall face the street. The minimum area requirements for residential structures shall be one thousand eight hundred (1,800) square feet of living area. The determination of "living area" shall not include screened porches, carports and/or garages.



- 6.6 Site Setbacks. Site setbacks shall be 35' feet in the front yard for building setbacks, with side and rear building setbacks to comply with the regulations of the Jefferson Parish Government. No building (except recreational mooring facilities, decks, and other permitted marine construction) shall be located nearer to the water's edge than ten (10) feet.
- 6.7 Exterior. The exterior color scheme and other details affecting the exterior appearance of the proposed dwelling and other structures must be submitted for review. Submission of these details may be temporarily deferred but must be reviewed and approved not later than completion of the framing of the dwelling and/or other structures and improvements.
- 6.8 Fences. No fence or wall shall be allowed between the front property line and the front setback line. Fences and walls shall conform to the architectural style of the dwelling and shall not exceed six (6) feet in height.
- 6.9 Detached Structures. Gazebos and other detached or outlying structures shall be approved in advance by the ARC and constructed with high quality, sustainable building materials. The detached structure shall be located (in its entirety) only on the rear (or water side) portion of the Lot. All detached structures must be erected on concrete foundations. Detached structures may not be erected on concrete pavers, concrete blocks, deck blocks, gravel pads, timber frames, skid foundations, or manufactured kit frames. The front forward facing exterior materials must match, and be in proportion to, the style of the dwelling. The roof, sides, and rear may consist of metal siding (Galvalume).
- 6.10 Driveways / Sidewalks. Before construction starts, homeowners are required to pour a concrete drive/apron or dirt ramp off the edge of the street in order to not damage the street. Each Lot Owner will be liable in the event of any damage to the street. Driveways or other areas on the Lot used for vehicular traffic shall be paved concrete, or similar, hard paved

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surface approved by the ARC, and shall extend from the edge of the street, continuously to the edge of the garage. Off-street parking shall be provided for a minimum of two (2) vehicles, excluding garage parking. No boats, recreational vehicles, campers or trailers of any kind shall be kept on the street.

No vehicles of any kind shall be regularly parked on the street; the obligation of each Owner being to provide off-street parking facilities for all vehicles. No boats, motor homes, recreational vehicles, campers or trailers of any kind (including boat trailers) shall be parked and/or maintained in the street or in the front yard or the front driveway of any residence.

There shall be no sidewalks throughout the subdivision, but walkways to the front entrance of the residence shall be permitted. All walkways shall be paved concrete, brick, or similar surface approved by the ARC.

- 6.11 Drainage. Drainage swales on any side of a Lot shall be maintained with good sodding and mowed as part of the yard. Lots shall be graded from the street side(s) to the front or rear of the Lot. Lots shall not drain onto any adjacent Lot.
- 6.12 Swimming Pools. Swimming pools shall be permitted in fenced rear or side yards only.
- 6.13 Boats / Personal Watercraft. No boat or other watercraft having a length in excess of 50 feet or width in excess of 15 feet shall be permanently moored or maintained on any Lot or within any canal or waterway adjacent to the Property. No air boat or sea plane shall be operated within any canal or waterway adjacent to the Property or moored or maintained on any Lot or within any canal or waterway adjacent to the Property.
- 6.14 Shore Side Improvements: Recreational Boat Mooring Facilities. Design, materials, methods and equipment used for construction of any walkways on the waterside of any Lot



shall be approved by the ARC, prior to construction in the waterways. The only construction allowed in the canal right-of-way shall be a walkway with a width of no more than three (3') feet.

An Owner may elect to install a boat lift and/or a roof upon a boat mooring facility. Any such roofs, and siding, if any, shall be made with high quality, sustainable building materials.

No down ramp or other facilities by which boats are launched from trailers shall be allowed on any Lot.

Homeowner will need prior approval from the ARC before any excavation can be done in the canals or boat slips. This is required in order to protect the bulkhead.

6.15 Right to Enter and Inspect. Following approval of any application, plans and specifications by the ARC, representatives of the ARC shall have the right to enter and inspect any Lot, dwelling or other improvement or modification, during reasonable hours, to determine whether construction is in complete compliance with approved application, plans and specifications. In the event the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to immediate injunction relief stopping further construction and requiring the removal or correction of any work in place which does not comply with approved plans and specifications.

6.16 Limitation of Liability. Neither the approval of plans and specifications, nor the promulgation of the Design Guidelines and the Drawings, shall ever be construed as representing or implying that such plans, specifications, Design Guidelines, or Drawings will, if followed, result in properly designed improvements. Such approvals, Design Guidelines and Drawings shall in no event be construed as representing or guaranteeing



that any dwelling or other improvement built in accordance therewith shall be deemed to be constructed in a good and workmanlike manner. Neither the Developer, the Association, nor the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of the Design Guidelines or the Drawings, or for any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations. or any defects in construction undertaken pursuant to such plans and specifications. All dwellings, and other structures or improvements, shall be constructed in compliance with any and all applicable state, parish and municipal zoning and building restrictions, and any other applicable laws, ordinances, regulation and restrictions.

**ARTICLE VII
GENERAL RESTRICTIONS**

7.1 General. Each Lot, or combination of Lots, shall be used for residential purposes only, and no trade or business of any kind may be carried on therein except as referenced hereafter. No more than one (1) dwelling shall be located on any Lot. No mobile and/or manufactured home shall be allowed on any Lot. No structure of a temporary character, including but not limited to a motor home, recreational vehicle, tent, shack, garage, or any other building or construction, shall be used at any time as a residence, whether permanently or on a temporary basis. The use of a portion of a dwelling as an office by an Owner shall not be considered a violation of this covenant, if such use does not create regular customer, client, or employee traffic.

Any Owner shall have the right to lease their home upon such terms as said Owner may deem advisable, except that said lease shall be in writing and provided to the Board of



Directors for the Association, together with the name, address, phone number and email address of the proposed lessee one week prior to the signing of the lease.

Only the entire home may be leased to a single family at any one time, for a minimum term of six (6) months, and solely for residential purposes. The lease shall specifically provide that the Lessee shall abide by the Declaration of Covenants, By-Laws and Restrictions for Pelicans Landing, and the failure to comply shall be a failure of the lease.

All Owners agree that any rentals through AIR BNB, VRBO or a similar daily or weekly service are specifically prohibited, as the minimum time a house may be approved for rent is six (6) months, and for a single family rental.

The Owner shall be liable for attorney fees and court costs for the violation of this section, and all costs associated with the enforcement hereof.

- 7.2 Excavation. No Lot shall be used for the purposes of mining, quarrying, exploring for or removal of oil or other hydrocarbons, minerals, gravel or earth.
- 7.3 Water and Sewerage. No private water wells may be drilled, installed or maintained. Only Louisiana DEQ approved waste treatment facilities shall be allowed.
- 7.4 Commercial Activities. No commercial activities, including but not limited to farming, gardening or the raising of animals for commercial purposes shall be allowed.
- 7.5 Pets. Ordinary household pets shall be allowed but shall be under leash at all times when not on the Owner's Lot.
- 7.6 Signs. Except for the entrance signs, directional signs, signs for traffic control or safety, and such promotional signs as may be maintained by the Developer, no signs or advertising of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situated on the Property. A temporary real estate sign and one temporary contractor's sign



not exceeding six (6) square feet in area, each, may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent. Any such temporary real estate or contractor's sign shall be removed promptly following the sale of the Property or completion of construction.

7.7 Burning. Burning of trash, scrap materials, or refuse of any kind is prohibited on any Lot or on any Common Properties within the subdivision, at any time. However, any Lot Owner may burn firewood in a fire pit or similar designated area on Lot Owner's Property, as long as only wood is burned, and it is a controlled burn.

7.8 Noxious Activities / Noise. No noxious or offensive activity, which may become an annoyance or nuisance to the neighborhood, shall be carried on upon any Lot or within any dwelling.

7.9 Canals and Waterways. No one shall be permitted to live on any boat, barge, houseboat or other watercraft maintained on any Lot, or within any canal or waterway adjacent to the Property, without the express written approval of the Developer and/or the Association. The maximum speed limit for motor vessels within Pelicans Landing Subdivision canals and waterways shall be five (5) miles per hour (MPH), which shall be strictly enforced.

7.10 Storage of Supplies. All supplies, equipment, fishing gear and other similar movable items shall be stored inside. There will be no drying of trawling nets and crab traps, and they shall not be stored outside.

7.11 Lot Elevation. The Property is situated outside of levee protection areas, and the Property is subject to flooding; the Developer and the Association shall have no liability or obligation in connection therewith.



7.12 Mailboxes. Consistent with the compatibility of the subdivision there will be one design of mailboxes throughout the subdivision. The ARC will choose and approve the design of the mailboxes.

**ARTICLE VIII
CONSTRUCTION REGULATIONS**

8.1 General. The Developer, and thereafter the Association, shall apply these construction regulations to all Owners, and to all general contractors, builders, sub-contractors, suppliers and other service personnel (hereinafter referred to as the "Service Personnel"), while in the Pelicans Landing Subdivision. Each Owner shall be responsible for and shall familiarize any and all Service Personnel working on his or her Lot, with these regulations. The Developer, or the Association as the case may be, shall enforce these regulations, and notification of any violation shall be sent to the Owner of the Lot(s) responsible, defining those items not in compliance with the regulations. Upon receipt of the notification, the involved Owner shall have five (5) working days to correct the situation. Failing to do so, the Developer or the Association may take the necessary action to correct the violation. The actions and remedies available to the Developer or the Association shall include, but not be limited to, immediate injunctive relief, charging the Owner for any and all corrective measures, withholding ARC review and/or approval until such violations are corrected, and denying entry to Service Personnel, thereby preventing work within the subdivision. Any damage done by Service Personnel to streets and curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping, and any other improvements, shall be paid for by the Owner for whom the involved Service Personnel was working. Loud radios or noise shall not be allowed within the subdivision, whether produced by Service Personnel or otherwise. Normal radio noise levels are acceptable unless complaints

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are received. Speakers shall not be mounted on vehicles or outside of the dwelling under construction.

- 8.2 Construction Time. Construction must be substantially complete and enclosed for occupancy by the Owner within one (1) year of the issuance of a building permit. No building shall be occupied or used as a dwelling before the exterior has been finished, the sewerage connected to an operational collection line, and all requirements of the State and Parish Boards of Health complied with.

Construction activities that may disturb other Owners shall be limited to the hours of 7:00 AM. to 7:00 P.M., Monday through Friday and 8:00 AM to 4:00 P.M. on Saturdays and Sundays.

- 8.3 Trash Handling. All Service Personnel shall be required to provide a trash/refuse receptacle on each construction site and keep the job site neat and clean. Trash and discarded materials such as lunch bags, cans and odd materials shall be removed daily. Stockpiling of trash or any material on adjacent Lots or streets is strictly prohibited. The trash refuse receptacle shall not create a nuisance to the adjacent Property Owners. If trash and debris on a job site becomes a noticeable problem, the Developer and/or ARC shall give notice to the responsible Owner requiring clean-up of the site within three (3) working days. If, after the 3-day period, the site has not been cleaned, the Developer and/or ARC may remove any and all trash and debris and assess the Owner and Lot with all costs incurred in so doing.

- 8.4 Erosion Control. No Service Personnel shall allow mud, silt, or debris of any nature or kind to remain on any street, and the elimination of vehicles tracking mud throughout the subdivision shall be responsibility of the Owner for whom the culpable Service Personnel



are working. Service Personnel shall also be responsible for maintaining adequate erosion control at all times. These regulations shall be strictly enforced.

8.5 Facilities. Service Personnel shall use only the utilities provided on the immediate site on which they are working. Portable toilets are the responsibility of the Service Personnel and shall be located out of the right-of-way and sanitized at least weekly. Service Personnel shall provide adequate facilities for workers on each individual site.

8.6 Damage to Utilities. If any telephone line, television cable, electrical, water, or other utility lines are cut or damaged, it shall be the responsible party's obligation to report such incident within thirty (30) minutes to the appropriate utility company and to the Parish authorities.

8.7 Vehicles. Service Personnel shall limit parking to the street immediately in front of the construction site or to the site itself. Service Personnel shall avoid blocking the street and shall limit the duration of any necessary blockage to a minimum. No vehicles belonging to or on site at the behest of Service Personnel may be left in the subdivision overnight. Construction equipment may be left on the site while in use but must be kept off the street. Washing any truck or vehicle on the street is strictly prohibited. Concrete delivery trucks may be washed only on the immediate construction site. This regulation shall be strictly enforced. Operators of vehicles shall be required to ensure that they do not spill any damaging materials while within the subdivision. If spillage does occur, it is the responsibility of the Owner for whom the Service Personnel was working to provide clean-up. If he or she does not meet this obligation within three (3) days of notice, the Developer (or thereafter, the Association) may take control of the clean-up, and all costs thereof shall be assessed to the Owner. Spills shall be reported to the Developer or the Association as soon as possible.



8.8 Business Signs. Business signs (except for "For Sale" signs) or other forms of advertisement are only permitted during actual construction and are limited to six (6) square feet maximum area. Building permits shall be posted as required and protected from the elements. No sign or permits shall be attached to trees.

**ARTICLE IX
SERVITUDES**

- 9.1 The Developer hereby reserves for itself and for the benefit of all Owners of Lots on said canals, a perpetual predial servitude of passage for watercraft.
- 9.2 It is the desire of the majority of the residents to have natural gas provided by Atmos Energy. The Homeowners Association and Lot Owners agree to provide Atmos Energy with any needed utility servitudes.

**ARTICLE X
GENERAL PROVISIONS**

- 10.1 Duration. The covenants and restrictions of this Amendment #4 to the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of fifty-one (51%) percent of the Lots has been recorded agreeing to change.
- 10.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been have properly sent when it has been sent electronically to the last known email address provided by the Member or Owner to the

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Association, as the records provided to the Association at the time of emailing of the Notice.

- 10.3 Enforcement. The Developer, the Association (through its Board of Directors), and any Lot Owner shall be entitled to seek enforcement of these covenants and restrictions by any proceeding against any person or persons violating or attempting to violate any covenant or restrictions. The object of any such action may be to restrain violation, or to recover damages, or both.
- 10.4 Severability. Invalidation of any provision hereof by Court Order shall in no way affect any other provisions, which shall remain in full force and effect.
- 10.5 Right of Ingress and Egress. Right of ingress and egress on property shall be granted to Parish employees and law enforcement at all times when they are acting in their official capacity.
- 10.6 DECLARANT'S RIGHTS TO AMEND, CHANGE, MODIFY THE COVENANTS, RESTRICTIONS AND SERVITUDES OF PELICANS LANDING SUBDIVISION. DECLARANT SPECIFICALLY RETAINS THE RIGHT TO AMEND, CHANGE, OR MODIFY THIS DECLARATION OF COVENANTS, RESTRICTIONS AND SERVITUDES AT ANY TIME, AND ANY PURCHASER WITHOUT APPROVED PLANS AGREES TO ABIDE BY ANY CHANGE DECLARANT RECORDS.



**Notarized signature
pages 24 - 42
have been removed.**