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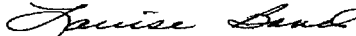
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Amendment Number Two
To
DECLARATION OF COVENANTS AND RESTRICTIONS
For Egret Landing Subdivision, Monroe, Louisiana

THE DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is made and executed by BAYOU BEND ESTATES, LLC and its successors and assigns (the "Declarant"):

WITNESSETH

WHEREAS, Declarant has filed Declarations of Covenants and Restrictions For Egret Landing Subdivision, Monroe, Louisiana, filed August 29, 2014 in Conveyance Book 2388, page 103, File Number 1658014, as amended by First Supplemental and Amended Restrictions Declaration of Covenants and Restrictions for Egret Landing Subdivision filed September 10, 2014, in Conveyance Book 2390, page 594, File Number 1658758, records of Ouachita, Parish, Louisiana (the "Egret Landing Subdivision Restrictions"); and

WHEREAS, Declarant has filed a Plat for Blue Heron Haven, A Planned Unit Development being Lots 9-32, Block B, Egret Landing Subdivision in Plat Book 25, page 183, File Number 1669499, records of Ouachita Parish, Louisiana (the "Blue Heron Haven Plat"); and

WHEREAS, Declarant has made certain changes to the Restrictions in general and to account for the Lots described in the Blue Heron Haven Plat; and

WHEREAS, it is the intent of Declarant to continue with the general plan and uniform scheme of development and improvement of the Property as described in the Egret Landing Subdivision Restrictions and in the Blue Heron Haven Plat; and

WHEREAS, except as expressly amended as described herein, all terms, conditions and restrictions contained in the Egret Landing Subdivision Restrictions shall apply to all lots described in the Blue Heron Haven Plat; and

NOW THEREFORE, Declarant hereby declares that the following amendments are made to the Egret Landing Subdivision Restrictions to change such restrictions as expressly provided herein and account for those Lots described in the Blue Heron Haven Plat.

1. The following Sections of ARTICLE I – DEFINITIONS are hereby amended as follows:

1.4 "Association" shall mean and refer to Egret Landing Property Owner's Association, Inc. created to govern and for the purpose of providing maintenance services, owning, and managing common areas for the Egret Landing and Blue Heron Haven Development.

1.14 "Development(s)" shall mean and refer to such residential developments, including, without limitation, the Lots, which are now or

which may hereafter be located within Egret Landing and/or Blue Heron Haven.

1.15 “Egret Landing” or “the Subdivision” shall mean and refer to the development project that is located in Ouachita Parish, Louisiana and known as Egret Landing Subdivision, including that portion thereof as described in the Blue Heron Haven Plat and known as Blue Heron Haven.

1.18 “Lot” shall mean any lot located within the areas of Egret Landing and/or Blue Heron Haven on the Subdivision Plat or any amendment or Additional Property as shown on the plats of the Property.

2. Section 3.3 of **ARTICLE 3 – EGRET LANDING PROPERTY OWNER’S ASSOCIATION, INC.** is hereby amended as follows:

3.3 Voting. The right and privileges of membership, including the right to vote and to hold office in the Association, may be exercised by a member, a member’s spouse or by proxy, but in no event shall more than one vote be cast for each Lot, except as provided below. 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 in writing 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. The voting weight appurtenant to each Lot developed for single family residential use (Lots 1 through 19, Block A, Lots 2 through 8, Block B, Egret Landing Subdivision, Unit 1, and Lots 9 through 32, Blue Heron Haven, A Planned Unit Development being Lots 9 – 32, Block B, Egret Landing Subdivision), is equal and each Lot shall have one vote. The voting weight appurtenant to the Lot developed for multi-family residential use shall be as designated by Declarant, Lot 1 of Block B, Unit 1, shall be 5 votes. In the event one or more Lots are re-subdivided and combined into fewer Lots than the original platted Lots in the Subdivision, each resulting Lot shall have a vote based on the percentage of the total road frontage contained in the re-subdivision as allocated to the re-subdivided Lots as compared to the total votes of the Lots involved in the re-subdivision prior to such re-subdivision. Each Owner, by acceptance of a deed or other conveyance for a Lot, consents and agrees to the dilution of Owner’s voting interest in the Association by virtue of the submission from time to time of the Additional Property or any portion thereof to the terms of this Declaration as provided herein.

3. Section 6.6 of **ARTICLE 6 – ASSESSMENTS** is hereby amended to read as follows:

6.6 Initial General Assessment. The estimated initial monthly General Assessment for Lots 1 through 19 Block A, and Lots 2 through 8, Block B, Egret Landing Subdivision, Unit 1, and Lots 9 through 32, Blue Heron Haven, A Planned Unit Development being Lots 9 – 32, Block B, Egret Landing Subdivision, beginning on the date of sale by Declarant shall be Fifty and 0/100 (\$50.00) Dollars per month, until adjusted by the Board pursuant to Section 6.3. The estimated initial monthly General Assessment

for Lot 1 of Block B, Egret Landing Subdivision, Unit 1, and beginning on the date of sale by Declarant shall be two hundred and fifty and 0/100 (\$250.00) Dollars per month, until adjusted by the Board pursuant to Section 6.3. In the event any Lots are re-subdivided, the Assessment for each re-subdivided Lot shall be a percentage of the combined Assessments for the original Lots before the re-subdivision based on the percentage of road frontage each of the re-subdivided Lots end up with as compared to the frontage of the original Lots.

4. The following Sections of **ARTICLE 9 – ARCHITECTURAL AND LANDSCAPING CONTROLS** are amended as follows:

9.2.3 Roofs, Chimneys and Gutters. Approved materials are copper, galvalume or comparable metal roofing, wood (fire rated cedar shakes only), slate, or composite architectural fiberglass shingle. Clay ridge tiles are required. Ridge tile mortar should match the color of the ridge tiles. All roofing penetrations should be painted to match the roof. Roof slopes are to be at least 8 /12 pitch on main roofs and 4/12 on lower level veranda roofs. The roof line of any outbuildings shall not exceed the height of the roof line of the main dwelling. The A.R.C. may allow exceptions to these roofing standards. All fireplaces requiring exterior ventilation shall be vented through fully finished chimneys designed to match the architecture of the home. Design must be approved by the A.R.C.. Exposed fireplace ducts are prohibited.

9.2.4 Windows. All windows visible from the street or bayou bordering on the West side of the Development shall be metal clad wood, vinyl, or fiberglass and shall be approved by the A.R.C.. In addition, all windows visible from the street or bayou shall have simulated divided lights. All windows should remain proportional to the architecture of the structure. Transoms above windows and doors shall be no less than 12 inches in height.

9.2.5 Driveways. All driveways shall be hard-surfaced, including reinforced concrete, asphalt, and brick. Lots 9, 16, 17, 24, 25, and 32 Blue Heron Haven, A Planned Unit Development being Lots 9-32, Block B, Egret Landing Subdivision, Unit 1, must have its only driveway access on the named Cul-de-Sac, unless otherwise approved by the A.R.C.

9.2.6 Sidewalks. Sidewalks shall be provided on both sides of all subdivision streets except where they are determined not to be feasible by the A.R.C. Sidewalks shall include a ramp to street grade at each intersection constructed in accordance

with ADA standards to facilitate wheelchair accessibility throughout the subdivision.

Construction of sidewalks shall be the responsibility of the Owner of the Lot. The Owner shall be required to construct the sidewalk for the Lot in the subdivision after construction on the Lot has been completed to avoid damaging sidewalks during construction. Minimum Right-of-Way Width is 10 feet and minimum roadway/sidewalk width measured to back of curb is five feet. All such sidewalks shall be constructed contiguous to and level with any existing sidewalk on adjacent Lots in accordance with plans approved by the ARC. Sidewalks shall be of a gentle serpentine design in accordance with the Egret Landing community master plan.

9.2.7 Mailboxes. Each lot will have a standardized mailbox with brass numbers, purchased by the Owner. The approved design is by Forsite www.forsite.us, a Single Mount-Estate-SS-3FL-4-1010-5-Black mailbox. Lots in Blue Heron Haven, A Planned Unit Development being Lots 9-32, Block B, Egret Landing Subdivision shall use a Double Mount-Estate-SDBI-3FL-4-1010-5-Black mailbox post mounted between two lots. Approved brass number design is BR2-2inch brass numbers by Forsite.

9.2.9 Design Concept. The design concept for Egret Landing embraces the following concepts to the extent they may be feasibly, reasonably, and practically effected.

- (a) The collective exterior appearance of dwellings and appurtenances thereto shall blend and/or match by the suggestions or requirements of the Architectural Review Committee which has the authority to require, limit, condition, or prohibit the use of specific colors, materials and styles of roofing, gutters, windows, entrance doors, garage doors, and other exterior trim, brick, siding, exterior walls, ceilings, floors and decks, exposed flatwork for porches, patios, walks, driveways, and parking places, mailboxes, gas or electric exterior lighting lamps and fixtures, trees, shrubs, grass, and other landscape components, fences, and such other components of the exterior of the dwelling or appurtenances thereto as the A.R.C. may deem necessary and proper.
- (b) Elevations of homes on Lots 9, 16, 17, 24, 25, and 32, Blue Heron Haven, A Planned Unit Development, being Lots 9-32, Block B, Egret Landing Subdivision, Unit 1

facing Egret Landing (front and sides of homes) shall be of as rich design detail and held to the same standard of materials as the front of the home. There should be wall openings as well as a change in wall construction material.

- (c) The front yards, and corner lot side-street yards, of dwellings shall be well landscaped to achieve a natural homogeneous appearance along the streets within Egret Landing, and no fence, wall, or other apparent device shall be erected or permitted to remain within the area between the street and the front or side-street setback line which patently designates a boundary between adjoining Lots; provided however, that corner Lots in Blue Heron Haven, A Planned Unit Development, being lots 9-32, Block B, Egret Landing Subdivision, Unit 1, shall, subject to A.R.C. approval, have the right to construct fences, wall or other similar type structures along Egret Landing provided they are in compliance with all applicable subdivision regulations and do not restrict sight planes for traffic entering and exiting such cul-de-sac roads within said Subdivision or any driveways for Lots approved by the A.R.C.

- (d) No Lot shall be altered in size by moving Lot lines or combining two Lots for any reason without written acceptance of the Declarant as long as the Declarant owns one or more lots within the Property or Declarant or Declarant's Affiliate own any other property contiguous to the Development. The Association may consider such request after the Declarant has sold 100% of its Lots and Declarant's Affiliates have sold 100% of the property contiguous to the Development. Any such re-subdivision of Lots shall be in accordance with the ordinances, rules and regulations of the City of Monroe, and all costs associated with any such re-subdivision, including without limitation architectural and survey costs, application fees, moving of fire hydrants and any utilities made necessary by the re-subdivision of Lots shall be borne exclusively by the Owners of the Lot or Lots seeking re-subdivision. Each Lot must be a single building site. No two Lots or more may be combined as a single building site without approval of the A.R.C. Owners with more than one Lot may, however, place a wall or fence (as specified herein for that Lot or the Lot of the main residence) on any adjoining Lot and may make certain improvements on the back half of said Lot such as a pool or pool house to the connecting Lot(s) provided the main residence is placed within the confines of a single Lot as required, unless approved by the A.R.C.

A second Lot may also be incorporated into the use of a single building site if the Owner constructs a separate structure that is acceptable to the A.R.C. and has the appearance of a separate residence from any public street. The Owner may construct a guest or pool house for this purpose. No Lot or Owner may enjoin or connect to any land or Lot outside the perimeter of the Development as a single building site or in any other way that might affect, annoy or cause harm to another Owner, the Association or the Declarant. No portion of any Lot in Egret Landing shall be used as a building site unless the improvements situated on such Lot constitute said entire Lot as the building site, it being the intention of this restriction to prohibit the erection of residences on any portion of the ground in said subdivision of a size smaller than the smallest Lot shown on the recorded plat.

5. The following Sections of **ARTICLE 10 – RESTRICTIONS** are amended as follows:

10.1 Restrictions on use of Lots. The following restrictions shall apply to Lots as indicated. The Term “Lots” indicates applicability to all.

10.1.1 Lot Restrictions. One (1) Lot, as shown on the plat for the Lots, shall be minimum land area upon which a Single-Family Residence or Multi-Family Housing Improvements, as hereinafter defined, may be constructed. Lots 1 through 19, Block A, and Lots 2 through 8, Block B, Unit 1, Egret Landing Subdivision, and Lots 9 through 32, Blue Heron Haven, A Planned Unit Development, being Lots 9 – 32, Block B, Egret Landing Subdivision, Unit 1, shall be used for Single-Family Residences only; and Lot 1 of Block B, Unit 1, Egret Landing Subdivision, may be used for Multi-Family Housing Improvements.

10.1.2 Garages. Each Single-Family Residence shall have sufficient enclosed garage space for at least two (2) traditionally sized automobiles. Garages doors shall not face the front street. An additional 3rd vehicle garage may face the street under the following conditions and after being approved by the A.R.C. Said garage must be attached to main house, matching the architectural style of the home, set back from the plane of the front door of the house, and have a door between 6’ – 9’ in width. Garages must be finished inside and have doors equipped with automatic garage door openers. It is suggested that garage doors be of a Carriage style design, with associated traditional carriage style metal hardware such as hinges, handles, and other bracketry. All garage doors shall be kept in a closed position at all times except during active use or entry and exit. Multi-Family Housing Improvements located on Lots

designated for Multi-Housing herein shall have garages and/or parking facilities as approved by the A.R.C.

10.1.3 Landscaping. The A.R.C. must approve all landscaping plans for all Property, including Lots. Each owner shall be responsible for the proper seeding, fertilization, watering, mowing, removal of litter and maintenance of any Lot which is vacant. Underground irrigation is required to serve any lawn or landscaping in the front yard of the lot. No hedges or shrubbery, which obstructs vehicular site lines, shall be placed or permitted to remain on any Lot. The Declarant will install Live Oak Trees along Egret Landing and if the Owner removes these trees because of the driveway location or other construction related reasons, the Owner removing such tree is required to replace the removed Live Oak Tree(s) with like size on the Lot in an area that is approved by the A.R.C.

10.1.9 Fences, Walls and Hedges. All fences, walls and hedges, if applicable, shall be constructed in accordance with the requirements of the City of Monroe, and any such proposed to be constructed must be approved by the Declarant or by the A.R.C. The front yards, and corner lot side-street yards of dwellings shall be well landscaped to achieve a natural homogeneous appearance along the streets within Egret Landing, and no fence, wall, or other apparent device shall be erected or permitted to remain within the area between the street and the closest point of the dwelling unit being constructed or side-street setback line which designates a boundary between adjoining Lots. No fence, wall or hedge shall be placed on any Lot higher than nine (9) feet from the ground without a special exception by A.R.C. Fences on Lots located along Bayou DeSiard shall not extend beyond the high water mark and rear platted description of such Lots. No chain link, wire or similar style fence shall be constructed on any Lot other than a dog kennel which shall not be visible from any street or Lot from inside or outside the property. All fencing and garden walls must be built according to the specifications approved by the A.R.C. Different materials and fencing/wall types will be permitted upon A.R.C. approval. Special exceptions have been granted by the City of Monroe to allow fencing and walls to be located as specified within the Property. In absence of directives or details, one should refer to the permitted building restrictions under the City of Monroe Zoning Ordinances in effect at the time for execution of these covenants or subsequent thereto. Declarant installed walls and fencing that is constructed within or along a boundary of a Lot or Lots will be considered a permanent improvement of that Lot and shall not be removed or altered in any way unless approved by the A.R.C. Should any hedge, shrub, or tree encroach upon adjoining property, such encroachment shall be removed upon

request of adjoining property owner. Fencing design must accompany the final working drawings submitted to the A.R.C. for any proposed Single-Family Residence or Multi-Family Housing Improvement. Lots 9 through 32, Blue Heron Haven, A Planned Unit Development, Unit B, are required to have privacy fencing enclosing backyards. See Figure A for minimum required privacy fence construction.

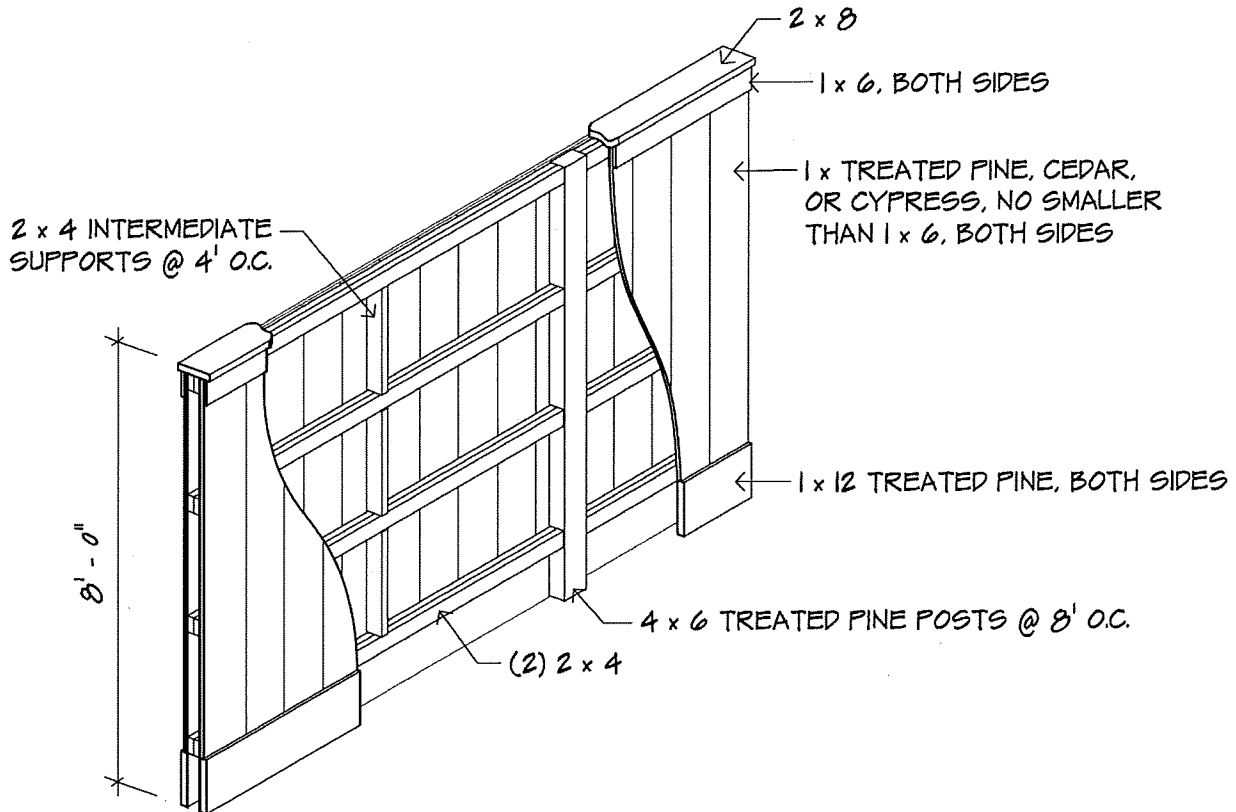


Figure A: Minimum Required Privacy Fence Construction

10.8 Size Requirements for Dwellings. No dwelling shall have a minimum or maximum square footage requirement; provided however, that absent exceptional circumstances as may be approved by the A.R.C., the minimum square footage of heated area for all dwellings located on Lots 1 through 19, Block A, Unit 1, shall be 3,000 square feet and the minimum square footage of heated area for all dwellings located on Lots 2 through 8, Block B, Unit 1, shall be 2,200 square feet. The minimum square footage of heated area for all dwellings located on Lots 9, 16, 17, 24, 25, 32, Blue Heron Haven, A Planned Unit Development, Block B, Egret Landing Subdivision, Unit 1 shall be 2,000 square feet. The emphasis within Egret Landing is on the architecture, the landscape and quality craftsmanship. The A.R.C. will review each application for its individual merit. All improvements, i.e. home, garage, guesthouse, green house, pool house, pool and courtyards,

must be carefully planned in an effort to fit the size of the lot while they remain in proper scale.

IN WITNESS WHEREOF, the undersigned BAYOU BEND ESTATES, herein called the Declarant, acting by and through their respective duly authorized agent, JOE HOLYFIELD, Manager, have hereunto set their hand and seal on this the 29th day of June, 2015.

WITNESSES:

Allison Ford
Allison Ford

BAYOU BEND ESTATES, LLC

By: *Joe Holyfield*
Manager

Linda M Pepper
NOTARY PUBLIC

