

**Amendment Number Three  
To  
DECLARATION OF COVENANTS AND RESTRICTIONS**

**For Egret Landing Subdivision, Monroe, Louisiana**

THIS AMENDMENT NUMBER THREE TO DECLARATION OF COVENANTS AND RESTRICTIONS (the "Third Amended 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, and as amended by Second Amendment to Declaration of Covenants and Restrictions for Egret Landing Subdivision filed July 1, 2015, in Conveyance Book 2425, page 756, File Number 1678371, records of Ouachita, Parish, Louisiana, and as amended by this Third Amended Declaration (the "Egret Landing Subdivision Restrictions"); and

WHEREAS, Declarant previously 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 recently filed a Plat for Turkey Trace Subdivision, being a Resubdivision of Lot 1, Block B, Egret Landing Subdivision in Plat Book 26, page 80 , File Number 1698951, records of Ouachita Parish, Louisiana (the "Turkey Trace Subdivision Plat"); and

WHEREAS, Declarant has made certain changes to the Egret Landing Subdivision Restrictions in general and to account for the Lots described in the Turkey Trace Subdivision 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 which will also apply to the Lots described in the Blue Heron Haven Plat and Turkey Trace Subdivision 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 Turkey Trace Subdivision Plat; and

WHEREAS, capitalized terms not otherwise defined in this Third Amended Declaration shall be as defined in the Egret Landing Subdivision Restrictions.

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 and Turkey Trace Subdivision Plat.

1. The following Sections of **ARTICLE 1 – 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 Subdivision, Blue Heron Haven, A Planned Unit Development and Turkey Trace Subdivision.

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 Subdivision, Blue Heron Haven, A Planned Unit Development and/or Turkey Trace Subdivision.

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 all those portions thereof as originally described in the Egret Landing Subdivision, Unit 1 Plat filed in Plat Book 25, page 119, under File No. 1657977 (the “Original Egret Landing Plat”), and the resubdivisions thereof as filed in the Blue Heron Haven Plat, known as and hereinafter sometimes referred to as “Blue Heron Haven” and the Turkey Trace Subdivision Plat, known as and hereinafter sometimes referred to as “Turkey Trace”.

1.18 “Lot” shall mean any lot located within the areas of the Egret Landing Plat , Blue Heron Haven Plat, and Turkey Trace 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 is equal and each Lot shall have one vote. 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 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.

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

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. All changes to window package, including but not limited to window quantity, location, or style represented in the approved cut sheet, must be presented to the A.R.C. for approval.

9.2.5 Driveways. All driveways shall be hard-surfaced, including reinforced concrete, asphalt, and brick. Lots 9, 16, 17, 24, 25, and 32 of Blue Heron Haven, and Lots 1 through 10 of Turkey Trace must have its only driveway access on the named Cul-de-Sac fronting such Lots, 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. See Figure A for guidelines.

## EGRET LANDING SIDEWALK GUIDELINES

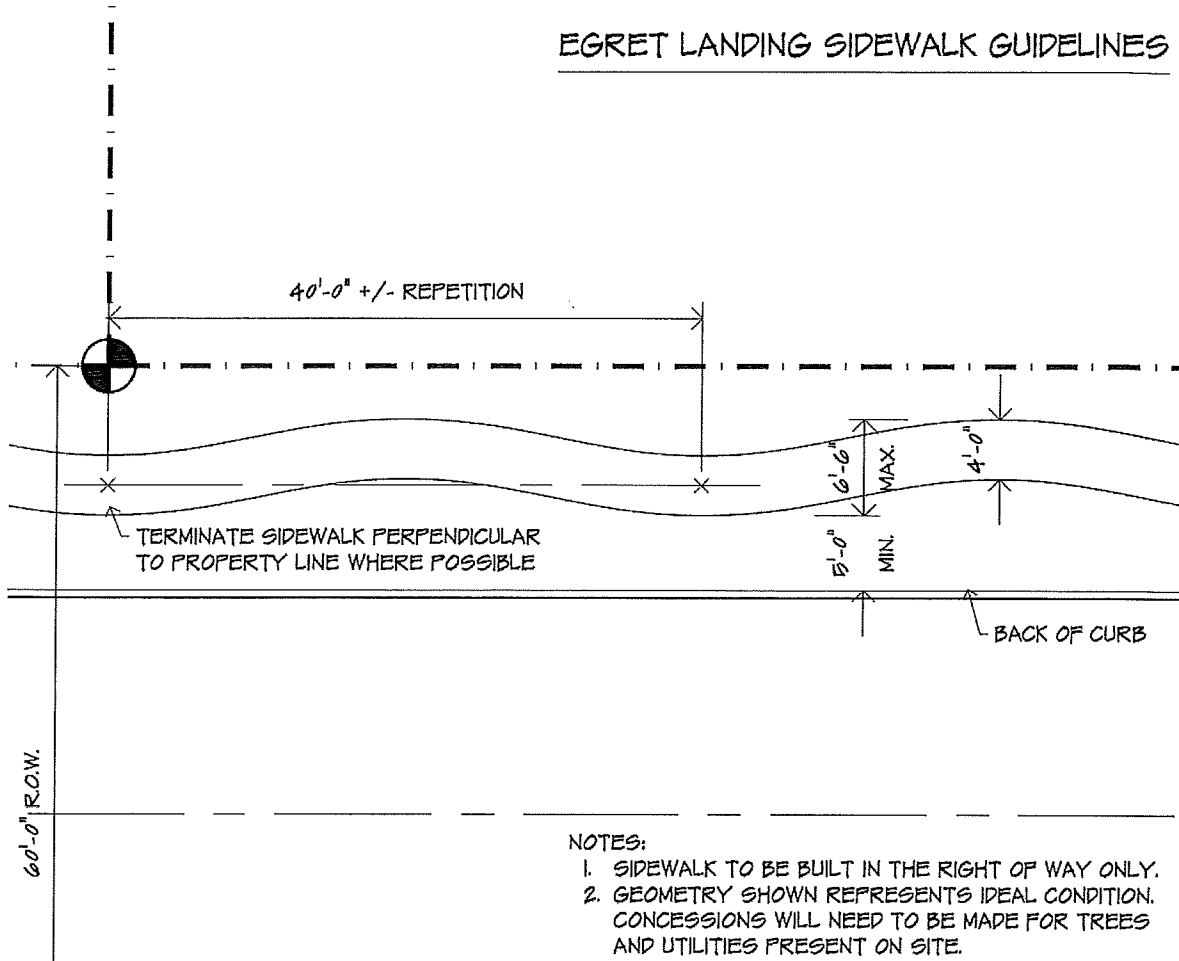


Figure A: Sidewalk Guidelines

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 A.R.C. Sidewalks shall be four feet wide with a gentle serpentine design in accordance with the Egret Landing community master plan.

9.2.7 Mailboxes. Each Lot will have a standardized mailbox, purchased by the Owner. The approved design is by Forsite [www.forsite.us](http://www.forsite.us), a Single Mount-Estate-SS-3FL-4-1010-5-Black mailbox. Lots in Blue Heron Haven and Lots 1 through 8 Turkey Trace shall use a Double Mount-Estate-SDBI-3FL-4-1010-5-Black mailbox mounted between two lots. Lots 1 through 19, Block A, and Lots 2 through 8, Block B, Egret

Landing Subdivision, and Lots 9 and 10 Turkey Trace shall use a Single Mount-Estate-SS-3FL-4-1010-5-Black mailbox. Approved brass number design to be used 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.

- (b) Elevations of homes on Lots 9, 16, 17, 24, 25, and 32, Blue Heron Haven, and Lots 1 and 8, Turkey Trace 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, and corner Lots in Turkey Trace 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.

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 may be constructed. All Lots shall be used for single-family residences only.

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. Lots 9 through 32, Blue Heron Haven, and Lots 1 through 8, Turkey Trace are required to have privacy fencing enclosing backyards. See Figure A for minimum required privacy fence construction.

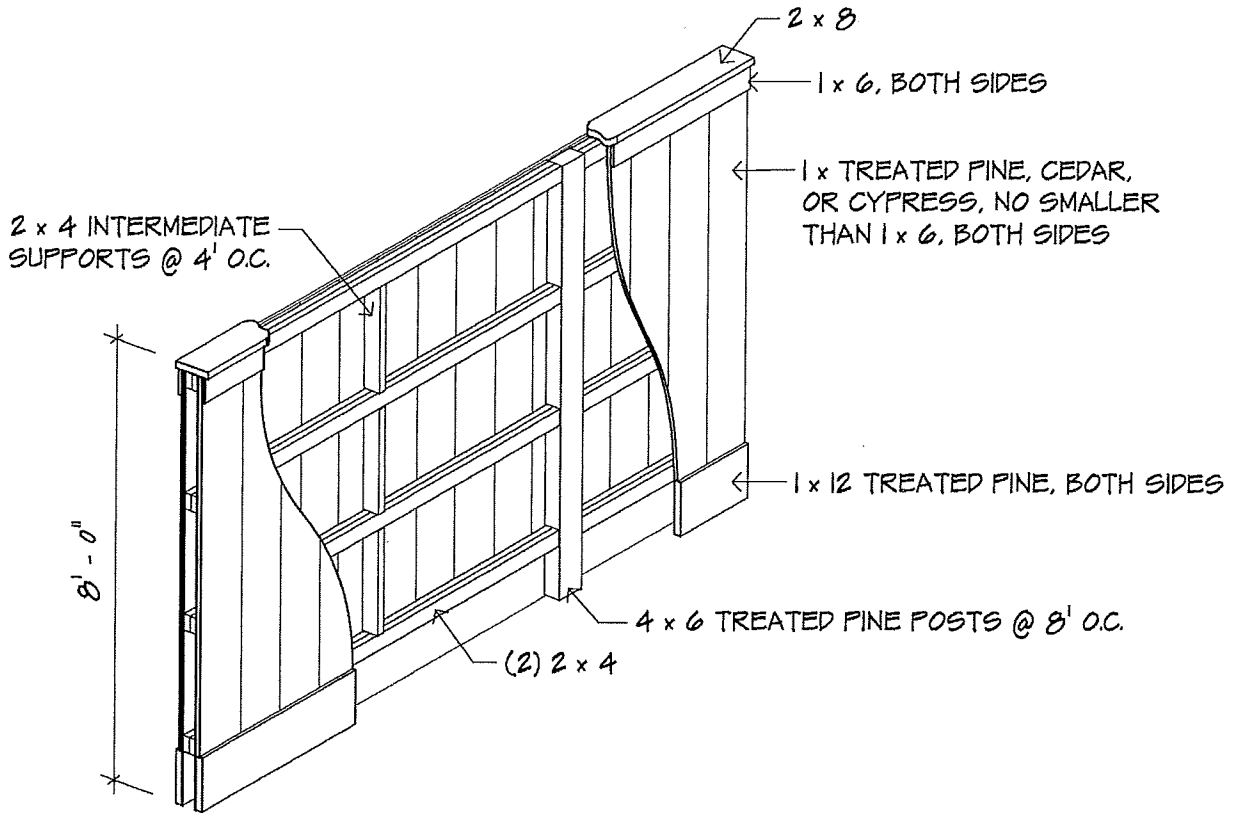


Figure A: Minimum Required Privacy Fence Construction

10.2 Home Occupation. No trade or business, including but not limited to garage sales, flea markets or other similar activities shall be conducted on a Lot or from a dwelling other than minimum office use of a portion of the dwelling.

10.3.1 Residential Use. All Lots in Egret Landing shall be used as single family private residential dwellings as provided herein. All residences shall be used as single-family, private residential dwellings and for no other purpose. No business or commercial buildings may be erected on any Lot and no business may be conducted on any part thereof, except as specifically reserved herein. No Single-Family Residence may be rented or leased for use as a dwelling by someone other than the Owner of the Single-Family Residence for an initial term of less than six (6) months. All owners, by purchase of a Lot in Egret Landing, acknowledge that all social and recreational structures and activities located on the Common Property and permitted under the rules and regulations of the Association are allowed under the terms of this paragraph.

10.3.3 Residence Graphics. Except for entrance signs, directional signs, signs for traffic control or safety, Egret Landing identification signs, and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or

dwelling, provided, however, that one temporary real estate sign not exceeding four (4) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale. Any such temporary real estate sign shall be removed promptly following the sale of such Lot or dwelling. The Declarant reserves the right for itself or its agent to display a sign of not more than 32 square feet on any unsold Lot in the property. The Association may consider, upon request, before each election if political signs may be displayed within the Development. In such case, political signs shall be limited to four (4) square feet and shall be limited to two (2) per lot. No signage may be placed on any common area except for permanent signage installed by the Declarant for the subdivision and those authorized by the Association. No sign shall be nailed or attached to any tree. The A.R.C. shall have the right to adopt reasonable rules regarding signs to be used during construction of residence and other buildings, such as Owner identification, name of contractor or architect, etc. Each dwelling shall have as an appurtenance thereof a mailbox which is approved by or meets in every respect the requirements therefore which will be recommended by the Declarant or by the A.R.C. and which may require its purchase from the Declarant.

10.3.4 Garbage and Trash Containers; Debris and other Waste. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash, and similar refuse shall be placed in covered containers. Containers or other equipment used for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in clean, sanitary condition. All refuse including lawn and landscape debris must be properly bagged and concealed for trash collection. Debris too large to be placed in standard bags, containers or other standard forms of containment must be immediately removed. Approved refuse containers may be specified by the A.R.C. if deemed appropriate for community appearance. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot with a completed house. Firewood shall be kept neatly stacked only within a Lot on which the dwelling is occupied and shall be kept from public view. All lawn maintenance services shall dispose of all grass clippings and other debris on the Lot in a manner that ensures a clean appearance, and under no circumstances shall any grass clippings or other debris be discharged onto streets, driveways or sidewalks in the Subdivision.

10.3.8 Single-Family Occupancy. No dwelling shall be occupied until all exterior and interior work has been completed. Completion, for these purposes, shall include construction of the required driveway, front landscape, and garage. The residents of each Lot shall be limited to the members of one (1) family unit.



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, and Lots 9 and 10, Block B, Unit 1, Turkey Trace, 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 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, LLC, herein called the Declarant, acting by and through its duly authorized agent, Joseph G. Holyfield, Manager, has hereunto set his hand and seal on this the 31<sup>st</sup> day of March, 2016.

WITNESSES:

BAYOU BEND ESTATES, LLC

R.D. Sorrell

By: Joseph G. Holyfield  
Joseph G. Holyfield, Manager

Printed Name: R. DAVID SORRELL

Brandy Cooper

Printed Name: Brandy Cooper

Linda M Pepper  
NOTARY PUBLIC

Printed Name: LINDA M PEPPER

Notary ID#: 019727

# Ouachita Parish Recording Page

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Clerk of Court  
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(318) 327-1444

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BAYOU BEND ESTATES LLC

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Index Type : CONVEYANCES

File Number : 1699368

Type of Document : AMEND RESTRICTIONS

Book : 2460

Page : 186

Recording Pages : 10

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*Louise Bond*

Clerk of Court

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Parish of Ouachita

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