



EGRET LANDING SUBDIVISION

Declaration of Covenants and Restrictions

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, it is the intent of Declarant to establish a general plan and uniform scheme of development and improvement of the Property; and

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property value, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions for Egret Landing, and the Property shall be held, transferred, sold, conveyed and occupied subject to the terms and provisions of the zoning ordinances of the City of Monroe, Ouachita Parish, Louisiana, as same may now exist, or hereafter be amended, insofar as same are applicable to the Development.

ARTICLE 1 – DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

- 1.1 "Architectural Review Committee" or "A.R.C." shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.
- 1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as they may exist from time to time.
- 1.3 "Assessment" shall mean and refer to those charges made by the Association from time to time, against Owners, for the purposes, and subject to the terms, set forth therein.

- 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 Development.
- 1.5 “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.
- 1.6 “By-Laws” shall mean and refer to the By-Laws of the Association as the same may be hereafter amended.
- 1.7 “City” shall mean and refer to the City of Monroe, Louisiana.
- 1.8 “Common Expenses” shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.
- 1.9 “Common Property” shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners and which are identified and dedicated to the Association on any recorded subdivision plats of the Property, or conveyed to the Association by deed or in this Declaration or any other declaration of covenants and restrictions that may hereafter be recorded in the Parish.
- 1.10 “Control Transfer Date” shall mean and refer to the sixtieth (60th) day following the recordation in the Conveyance Records of Ouachita Parish, Louisiana of a statement by the Declarant that (a) the Declarant has sold each of the Lots in Egret Landing (including any Additional Property as defined in Section 2.2 below) or (b) the Declarant transfers control of the Development to the Association including the A.R.C.
- 1.11 “Declarant” shall mean and refer to Bayou Bend Estates, LLC, a limited liability company organized under the laws of the State of Louisiana, its successors and assigns.
- 1.12 “Declarant’s Affiliates” shall mean and refer to Coke Float, L.L.C., WEK Development, L.L.C., Holyfield Assets, LLC, Richland Properties, LLC, High Call, LLC, Churchill Place, LLC, KBBC, LLC and Double B-D Properties, LLC.
- 1.13 “Declaration” shall mean and refer to this instrument and all exhibits hereto, as the same may be amended from time to time.
- 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.

- 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.
- 1.16 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall sign, paving, grading, parking, building addition, pool, alteration, screen enclosure, sewer, drainage, disposal system, satellite dishes, antennas, electronic and other signaling devices, decorative building, landscaping or landscape (including existing and planted trees and shrubbery) or objects.
- 1.17 "Institutional Mortgagee" shall mean and refer to any person or entity who holds a permanent first mortgage of public record on a Lot, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors and assigns.
- 1.18 "Lot" shall mean any lot located within the areas of Egret Landing on the Subdivision Plat or any amendment or Additional Property as shown on the plats of the Property.
- 1.19 "Member" shall mean and refer to Owners and the Declarant. Declarant shall be a member of the Association from and after the date of recordation of this Declaration in the Ouachita Parish Clerk of Court's office.
- 1.20 "Owner" shall mean and refer to the record owner of a Lot, whether one or more persons or entities, of the fee simple title to any Lot, excluding however, any mortgagee unless and until such mortgagee has reacquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.21 "Parish" shall mean and refer to Ouachita Parish, Louisiana.
- 1.22 "Property" shall mean and refer to that real property legally described in Exhibit "A", attached hereto and incorporated herein by reference and, such additional property as may be submitted to this Declaration from time to time, pursuant to Article 2 of this Declaration.

ARTICLE 2 – PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 Existing Property. The initial property which shall be subject to this Declaration upon the recordation hereof in the Ouachita Parish Clerk of Court's office is the Property and is more particularly described on Exhibit "A" hereto.

- 2.2 Additional Property. Declarant may, at any time from time to time, subject additional property to this Declaration (the “Additional Property”) by recording in the Ouachita Parish Clerk of Court’s office an amendment to this Declaration, describing such Additional Property.

ARTICLE 3 – EGRET LANDING PROPERTY OWNER’S ASSOCIATION, INC.

- 3.1 Formation. At or about the time of recording of this Declaration, Declarant has caused the Association to be formed by the filing of the Articles of Incorporation therefore in the office of the Secretary of State of Louisiana. The Association is formed to operate, maintain, and ultimately own the Common Property; to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration, and for the enforcement of the rules and regulations promulgated by the Association. The Association shall have such other specified rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. After the Control Transfer Date, the Association shall be the entity for the execution, performance, administration, and enforcement of all terms and conditions of this Declaration. Declarant, by including Additional Property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.
- 3.2 Membership. Each Owner of a Lot, upon his acquisition of the Lot, shall automatically become a member of the Association and shall remain a member for so long as such Owner remains the Owner of the Lot. Such membership shall be mandatory and may not be terminated by any Owner. No person or entity who holds any type of interest whatsoever in a Lot as security for their performance of any obligation may be appointed as a member of the Association. Declarant shall be considered a member of the Association from and after the date of formation of the Association and recordation of this Declaration in the Ouachita Parish Clerk of Court’s office.
- 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 16 and 19, Block A, and Lots 2 through 32, Block B, Egret Landing Subdivision, Unit 1, 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.

3.4 Administration of the Association.

3.4.1 Prior to the Control Transfer Date, the sole authority and administration of the Association and A.R.C. shall be vested in the Declarant.

3.4.2 Following the Control Transfer Date and the due election of the initial Board of Directors, the affairs of the Association including the A.R.C. shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Organization, and the By-Laws of the Association. The Articles of Organization and the By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the right of Declarant, without Declarant's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the right or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest, privilege which may be transferable, or which shall continue after the Member's membership in the Association ceases, or while the Member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the Member is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, any rules or regulations promulgated by the Association. All such determinations shall be made by a majority of the Board of Directors. While not in good standing, the Member shall not be entitled to vote or exercise any right or privilege of membership of the Association.

- 3.6 Control by Declarant. So long as Declarant owns any property within Egret Landing or Declarant or Declarant's Affiliates own Additional Property contiguous thereto, the Declarant shall have authority and control of the Association including the A.R.C. In the event that Declarant shall enter into any contracts or other agreements for the benefit of the Owners, or the Association, Declarant may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations.

ARTICLE 4 – COMMON PROPERTY

- 4.1 Common Property. The Common Property is intended for the use and enjoyment of the Owners and their guests and invitees. Title to the Common Property shall be conveyed to the Association by the Declarant upon the filing of a plat of subdivision with Ouachita Parish, Louisiana or such other act of transfer as deemed appropriate. Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance and operation of the Common Property, and for the payment of all property taxes and other assessments which are liens against the Common Property, from and after the date of recordation of this Declaration.
- 4.2 Maintenance of Common Property. The Association is authorized to and shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Common Property, including the performance of obligations which may be placed upon the Common Property by applicable regulatory agencies. This maintenance obligation shall commence upon the Declarant's Designation of the completion of any property or facility or portion thereof, which designation may be made solely at the discretion of the Declarant. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to the following:
- 4.2.1 Association Owned Facilities. Such security system(s), guardhouse(s), other security facilities, recreational use facilities and any other facilities, if any, owned by the Association which shall be operated and maintained for the benefit of the Lots within Egret Landing.
- 4.2.2 Landscaping. All landscaping of the Common Property and any other areas contiguous to or leading in to the Development that Declarant or the Association deem necessary to maintain to enhance the Development including, without limitation, all sodding, irrigation, and the planting and care of trees and shrubbery. Although not included within the general definition of "Common Property", said irrigation system shall include the transmission lines.

- 4.2.3 Signs. All signs located on the Common Property owned by the Association or located elsewhere but used for the benefit of the Development.
- 4.2.4 Maintenance Structures. All maintenance buildings located or to be located on the Common Property, if any.
- 4.2.5 Fences. All fencing owned by the Association and located on the Common Property and all perimeter fencing for which the Association holds an easement for construction and maintenance.
- 4.2.6 Contracts. Declarant, its affiliates, successors or assigns, may be the management agent for the Association and may hire such employees, including, but not limited to: attorneys, accountants, bookkeepers, gardeners, and laborers, as the Declarant may deem necessary in order to maintain the Common Property or fulfill the duties and obligations of the Association and/or Declarant as provided in this Agreement. No agreement between the Association and Declarant, its successors or assigns shall be held invalid solely for the reason that at the time of entering into the agreement, employees, officers or agents of the Declarant or its affiliates, successors or assigns are officers, directors and/or employees of the Association. In the event any maintenance is performed on Common Property or any other services are provided on behalf of the Association or Declarant in fulfillment of their respective obligations hereunder, under contract or by applicable law, the costs of such maintenance or services will be billed to, and paid by, the Association.
- 4.3 Rules and Regulations Governing Use of the Common Property. The Association shall regulate the use of Common Property by its Members and Owners and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. No rules or regulations may be adopted which would adversely affect the right of any Institutional Mortgagee, without prior written consent of such Institutional Mortgagee. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members.
- 4.4 Owners Easement of Enjoyment. Subject to the provisions herein below, each Owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Lot subject to the following

- 4.5.1 Borrowing and Mortgaging. The right of Declarant and the Association to borrow money for the purpose of improving the Common Property and in connection therewith, to mortgage the Common Property, subject to such conditions as may be agreed to by the Members. Any such loan or mortgage shall be approved in advance in writing by the Declarant during such time the Declarant owns any property within Egret Landing.
- 4.5.2 Protection of Common Property. The right of Declarant and the Association to take such steps as are reasonably necessary to protect the Common Property and, in connection therewith, to mortgage the Common Property.
- 4.5.3 Suspension. The right of the Association to suspend the enjoyment rights and easement of any Owner for any period during which an Assessment remains unpaid by the Owner, and for any period during which the Owner is in violation of this Declaration, or any of the rules and regulations promulgated by the Association.
- 4.5.4 Maintenance. The right of the Association to properly maintain the Common Property.
- 4.5.5 Standards of Conduct. The rules and regulations and the covering the use and enjoyments of the Common Property, as promulgated by the Association, as the same may be amended from time to time.
- 4.5.6 Restrictions of Record. Restrictions contained on any plat, or other instrument filed separately, with respect to all or any portion of the Property.
- 4.5.7 Constituent Documents. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and all exhibits thereto, and all rules and regulations adopted by the Association, as same may be amended from time to time.
- 4.5.8 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of the Common Property to any public entity, agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer or determination as to the purposes or conditions thereof shall be effective unless approved by a two-thirds (2/3) vote of the total membership at a duly called meeting of the Association, and unless written notice of the proposed agreement and action thereunder is sent to all Members at least ninety (90) days in advance of any action, and provided further, that any such dedication or transfer is approved in advance in writing by the

Declarant during such time the Declarant owns any property within Egret Landing.

Declarant's Development Rights. As a material condition for ownership of a Lot in Egret Landing, each Owner releases Declarant and Declarant's Affiliates from any claim that the Owner might have for interference with his quiet enjoyment of the Common Property due to the development of Egret Landing, whether or not the construction operations are performed on the Common Property, Additional Property, or on a Lot owned by Declarant and each Owner acknowledges and agrees that Declarant shall have the sole right of design, construction, development and improvement of the Common Property, and the Lots of Egret Landing, and Additional Property prior to the Control Transfer Date.

4.5.9 Easements. The right of the Declarant to dedicate non-exclusive mutual access and utility easements across the Common Property to other properties of Declarant or Declarant's Affiliates, Egret Landing, including additions to Egret Landing.

For as long as Declarant owns or has any use rights to any property subject to this Declaration, Declarant shall have the right to transact any business necessary to consummate a sale of property throughout Egret Landing, including but not limited to, the right to maintain office(s) on the Common Property in location(s) to be selected by Declarant, to have employees in such offices, to construct and maintain other structures or appurtenances which are necessary or desirable for the development and sale of Property throughout Egret Landing including without limitation, sales models and parking lots; to post and display a sign or signs on any Lot(s) owned by Declarant or the Common Property; and use the Common Property to show Lots. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within Egret Landing shall not be considered Common Property and shall remain the Property of the Declarant.

After the Control Transfer Date, and regardless of whether Declarant owns or has any use rights to any property in Egret Landing, Declarant or its assignee shall have the right, but not the obligation, to continue to exercise the rights granted to Declarant under the provisions herein below at no cost or charge of any kind except its pro rata share of utility expenses and real estate taxes. No other real estate signs shall be located on the Common Property after the Control Transfer Date.

- 4.6 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall any public entity be obligated to accept any dedication offered to them by the Association or the Members pursuant to this section, but any such public entity may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered public entity, or any successor thereof. In the event of any such dissolution, all Owners of Lots shall have a perpetual non-exclusive easement on and over all such Common Property provided such Owner is not in default of its proportionate maintenance obligation toward such Common Property.

ARTICLE 5 – EASEMENTS

- 5.1 Easements. The following easements are hereby reserved to and granted by Declarant over, across, and through the Property.

- 5.1.1 Utilities. Easements for the installation and maintenance of utilities are reserved by the Declarant and may be granted by Declarant to the Association and to public and private utilities across the front and side Lot line of each Lot as shown on the recorded subdivision plats of the Property, for present and future utility services to Egret Landing, including, but not limited to, water lines, sanitary sewer lines, storm drainage culverts, sprinkler lines, natural gas lines, electrical wire, television wires, telephone cables, irrigation lines, security wires, street lights, communication lines, communication devices, and other services. The easement shall run along the entire length of each front and side lot line as shown on each recorded plat.

Within these easement areas, no structure, planting, or other material (other than sod), which may interfere with the installation and maintenance of utility facilities, shall be placed or permitted to remain unless such structure, planting, or other material was installed by the Declarant or as approved by the A.R.C. The Declarant, the Association and their respective successors and assigns (or such other entity as is indicated on the plats of the Property) are hereby granted access to all easements within which such facilities are located for the purpose of operation, maintenance and replacement thereof.

In the event that Lots are recombined or reconfigured with the written approval of the Declarant, the easement reserved herein or granted pursuant hereto shall run along the newly established Lot line and the easements along the old Lot lines shall be abolished, unless some easement is expressly reserved.

Any recombined or reconfigured Lots shall follow all re-subdivision requirements of the City of Monroe or other governing authority and shall be evidenced by a recorded plat of such re-subdivision.

- 5.1.2 Drainage. Easements for the installation and maintenance of drainage facilities are reserved by the Declarant and may be granted by the Declarant to the Association, as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or material (other than sod), which may interfere with the installation and maintenance of drainage channels, shall be placed or permitted to remain, unless such structure, planting or other materials were installed by the Declarant or as approved by the A.R.C. The Declarant and the Association and their respective successors and assigns, shall have access to all such drainage easements for the purpose of operation and maintenance of the Surface Water Management System. All Lot Owners are required to ensure that all improvements constructed on the Lots remove all water to existing drainage control structures or follows the natural drainage of the Property and not artificially diverted to any adjoining Lot or portion of the Property
- 5.1.3 Maintenance and Operation. The Common Property is hereby declared to be subject to a perpetual, non-exclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association in order that such employees, agents or management entities may carry out their duties.
- 5.1.4 Development. Easements are hereby reserved through the Common Property, including, without limitation, the Streets and the easements shown on the plat(s) of the Property, for use by Lot Owners and by Declarant, for their use and the use of their agents, employees, licensees, and invitees, for all purposes in connection with the use, development, and sales of the Property. Only the Declarant may dedicate any street, road, or driveway easements through the Property, including the Common Property.
- 5.1.5 Access. The Common Properties as shown on the recorded plats are not public areas and no rights in the general public are intended to be created hereby or by the recording of the Plats. The Declarant and/or the Association reserve the right to control access to the Property by entry onto the Streets of the Property or otherwise.
- 5.1.6 Creation, Relocation, Modification, or Termination of Easements. The Declarant reserves the right, without consent or approval of the Association or the Owners being required, to

grant, create, terminate, locate, relocate and control the use of any easements or right of way of whatever nature, as the Declarant shall deem necessary or desirable for the proper operation and maintenance of Egret Landing, any portion thereof, or any addition thereto, or for the general health and welfare of the Owners, provided such additional easement or relocation of existing easements will not prevent or unreasonably interfere with the use or enjoyment of the Lots, and provided further, that the Property and the Improvements constructed thereon will not be structurally weakened thereby. The Declarant further reserves for itself and the Association the power and authority, without consent or approval of the Owners being required, to levy and collect from any non-Owner the cost of construction or maintenance, or both, of any easement or right of way of whatever nature, that the non-Owner uses or claim a right to use.

- 5.1.7 Easement of Entry by Association and Declarant. Declarant reserves for itself and the Association, their successors, assigns and agents a special easement for the right to enter upon any Lot or Common Property, such entry to be made by personnel with tractors or other suitable devices, for the purposes of mowing, removing, cleaning, cutting or pruning underbrush, weeds or other unsightly growth, or for the purpose of building or repairing any land contour or the earth work, which in the opinion of the Declarant or the Association detracts from or is necessary to maintain the overall beauty, ecology, setting and safety of the property. Any such entrance shall be in compliance with the provisions herein, and shall not be deemed a trespass. The Declarant or the Association and its agents may likewise enter upon any Lot or Common Property to remove any trash which has collected or to remove any unauthorized Improvement, vehicle or other object, without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of Declarant or the Association to undertake any of the foregoing.

ARTICLE 6 – ASSESSMENTS

- 6.1 Creation of Assessments. There are hereby created Assessments for Association expenses as the Board may specifically authorize from time to time. There shall be four (4) types of assessments more specifically described in the Association By-Laws: (a) General Assessments to fund expenses of the Association for the general benefit of Egret Landing Subdivision; (b) Community Assessments for Community expenses benefiting only Lots within a particular Unit; (c) Special Assessments; and (d) Specific Assessments. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

- 6.2 Obligation to Pay Assessments. All Owners shall be obligated to pay the estimated Assessments imposed by this Declaration or the Association to meet the Common Expenses. Assessments shall be established by the Board and approved by the Association.
- 6.3 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Owners in the Property, and in particular for the improvement, maintenance and preservation of the Property, the services and the facilities devoted to said purposes that are related to the use and enjoyment of both the Common Property and the Lots situated upon the Property. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Property; fire, extended coverage, vandalism, malicious mischief and liability insurance; management, costs, taxes, legal and accounting fees as may from time to time be authorized by the Association; construction of other facilities; maintenance of servitudes upon, constituting a part of, appurtenant to or for the benefit of, the Property; mowing grass, caring for the grounds and landscaping; caring for the equipment; outdoor lighting scheme; security service for the Property; discharge of any liens on the Common Property; and other charges required by this Declaration, or other charges that the Association is authorized to incur. In addition, the Association shall establish a reserve for repair, maintenance and other charges as specified herein.
- 6.4 Payment of monthly General Assessments. All Assessments shall be due monthly in advance on or before the first (1st) day of each month. Contribution for monthly Assessments shall be prorated if the Ownership of a Lot commences on a day other than the first (1st) day of a month. Failure to pay by the tenth (10th) day of each month shall require the imposition and assessment of a late charge of Five (\$5.00) dollars per day until payment is received. If any Assessment is not paid within thirty (30) days and placed for collection, the Owner will owe attorney fees of the greater of \$50 or 25% of the amount due, in addition to late fees.
- 6.5 Assessment Adjustments. The Board shall fix the amount of the Monthly General Assessments for the upcoming year at least thirty (30) days prior to the annual meeting; provided, however, that the Board shall have a right to adjust the Monthly General Assessments, with thirty (30) days' written notice given to each Owner. Written notice of the Monthly General Assessment adjustment shall be sent to every Owner subject thereto. The

Board of Directors shall have authority to lower the Monthly General Assessment, if feasible.

6.6 Initial General Assessment. The estimated initial monthly General Assessment for Lots 1 through 16 and Lot 1920, Block A, and Lots 2 through 32, Block B, Egret Landing Subdivision, Unit 1, 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.

6.7 Exempt Property. The following property shall be exempt from payment of General Assessments, Community Assessments and Special Assessments:

- (a) All Common Areas and such portions of the Property owned by the Declarant.
- (b) Any property dedicated to, and accepted by, any governmental authority or public utility; and
- (c) Property owned by the Association for the common use and enjoyment of its Members, or owned by the Members of the Association as tenants-in-common.

ARTICLE 7 – MAINTENANCE OF PROPERTY

7.1 Owner Responsibilities: Lots. The Owner of any Lot shall be responsible for all maintenance and repair of such Lot, including, without limitation, the Improvements located thereon. If any Improvements are damaged by casualty, the Owner must immediately clear the site of casualty. If reconstructed, the reconstruction must be substantially in accordance with the original plans and specifications of the Improvements, or if not, then according to plans and specifications approved by the Architectural Review Committee.

7.2 Association Responsibilities. The Association shall be responsible for the maintenance of all Common Property.

- 7.3 Individual Assessment. Notwithstanding anything contained in this section to the contrary, the expense of any maintenance, repair or reconstruction of any portion of the Common Property, or any other property to be maintained by the Association, necessitated solely by the negligent or willful act of any Owner or his invitees, licensees, family or guests shall be borne solely by such Owner, and his Lot shall be subject to Individual Assessment for such expense by the Association. No owner shall have the right to repair, alter, add to, replace, paint, or in any other way maintain the Common Property, or any other property to be maintained by the Association.
- 7.4 Architectural Review Committee. All repairs and replacements which are to be made by an Owner pursuant to the provisions set forth hereinabove shall be subject to the approval of the Architectural Review Committee, as set forth in Article 9 of this Declaration.

ARTICLE 8 – INSURANCE

The Association is hereby authorized to purchase property and casualty insurance and title insurance on the Common Property as well as liability, indemnity fidelity insurance, in such amounts and with such companies as the Board of Directors shall deem appropriate.

ARTICLE 9 – ARCHITECTURAL AND LANDSCAPING CONTROLS

- 9.1 Architectural Review Committee. It is the intent of Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious improvements. Accordingly, The Architectural Review Committee (the “A.R.C.”) shall have the right to approve or disapprove all architectural, landscaping and location of any proposed Improvements, as well as the general plan for development of all Lots within the Property. The A.R.C. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other governmental codes. The procedures of the A.R.C. shall be as set forth below.
- 9.1.1 Creation, Succession, and Quorum. The A.R.C. shall be a permanent committee of the Association and shall administer and perform the architectural landscape review and control functions of the Association. The initial A.R.C. shall consist of at least three (3) persons and not more than five (5) persons who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. For as long as the Declarant (or any entities affiliated thereto) owns any Property within Egret Landing or any property contiguous thereto, the Declarant shall have the right to change the number of members on the A.R.C. provided, however, that the A.R.C. shall

at all times consist of at least three (3) members and not more than five (5) members; to appoint all members of the A.R.C.; and to remove and replace all members appointed the A.R.C. The Declarant shall determine which member of the A.R.C. shall serve as its Chairman, or which member of the A.R.C. shall serve as Co-Chairman. In the event of the failure, refusal or inability to act of any of the members appointed by the Declarant, and in the event that the Declarant fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the A.R.C. shall fill such vacancy by appointment. Following the Control Transfer Date, the Association shall assume the rights, powers, duties and obligations of the A.R.C., whereupon the Board of Directors shall determine how many persons shall serve on the A.R.C., provided that the A.R.C. shall at all times consist of no less than three (3) members and not more than five (5) members, shall appoint the members of the A.R.C., shall provide for the terms of the members of the A.R.C., and shall determine which member of the A.R.C. shall serve as its Chairman. There shall be no requirement that any of the members of the A.R.C. be a member of either the Association or an Owner within Egret Landing. A simple majority of the A.R.C. members shall constitute a quorum to transact business at any meeting, and the action of the majority present shall constitute the action of the A.R.C.

9.1.2 Construction and Alteration of Improvements. No Improvements shall be constructed, erected, removed, or planted, nor shall any additions to or any change, replacement or alterations be made, unless and until the approval thereof shall be obtained in writing from the A.R.C.

- (a) All construction sites are to be cleared of debris and discarded materials prior to the end of each work day.
- (b) All materials stored on site must be kept in a neat and orderly fashion as would be customarily stored by the building supply center.
- (c) Each site must provide a temporary bathroom facility until proper facilities are available at the site. Builders may share such services if the sites are within 100 feet from property line to property line.
- (d) Completion of construction of a dwelling on a Lot, once started, must be diligently pursued and completed within a customary and reasonable time.

9.1.3 Application for Approval. Each applicant shall submit a preliminary application to the A.R.C. with respect to any proposed Improvement or Improvements that may be contemplated. The preliminary application shall include such information as may be required by the application form promulgated by A.R.C. Prior to the commencement of any work on such Improvement, the plans and specifications therefore, including the identity of each contractor and subcontractor which is intended to be engaged for the construction of same, shall be subject to a final review and approval by the A.R.C. At that time, the applicant shall submit to the A.R.C., such additional information as the A.R.C. may reasonably require, which may include, without limitation, two (2) sets of plans and specifications for the proposed Improvements so that the A.R.C. may be able to adequately make the determinations required of it pursuant to this Declaration, the landscaping design plan and irrigation system showing all proposed Improvements, including their site location, and a written application on such form and together with such fees, as may be provided or required by the A.R.C. The A.R.C. may also require, without limitation, submission of samples of building materials and colors proposed to be used, as well as requiring the location of the proposed Improvements to be staked out on the ground. The submission by the applicant of such plans shall constitute a representation and warranty by the applicant that such plans comply with all requirements under this Declaration and is in accordance with all applicable laws, rules and regulations.

9.1.4 Re-submittal. In the event the information submitted to the A.R.C. is, in the A.R.C.'s opinion, incomplete or insufficient in any manner, the A.R.C. may request and require the submission of additional or supplemental information.

9.1.5 Final Approval. No later than thirty (30) days after the receipt of all information required by the A.R.C. for final review and the fees required by the A.R.C. (unless the applicant waives this time requirement), the A.R.C. shall respond to the applicant in writing. The A.R.C. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the A.R.C.'s sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.C. shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the A.R.C. fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant, pursuant to a written waiver), the applicant shall send the A.R.C. a written demand requiring

a response within five (5) business days of such demand and if the A.R.C. fails to respond within such period the plans and specifications shall be deemed approved by the A.R.C.

9.1.6 Expiration of Approval. In the event commencement of construction of a proposed Improvement does not occur within one hundred twenty (120) days of approval by the A.R.C. (or the Board of Directors), in the event the decision of the A.R.C. is appealed to the Board of Directors, the approval of the A.R.C. and/or the Board of Directors will terminate and the Improvement will be treated as if originally disapproved.

9.1.7 Appeals. Upon approval by the A.R.C. of any plans and specifications submitted to the A.R.C., the A.R.C. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval, in the event that A.R.C. disapproves any plans and specifications submitted to the A.R.C., the A.R.C. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the A.R.C. to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after request. In the event the A.R.C. fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved. Upon continued disapproval, the applicant may appeal the decision of the A.R.C. to the Board of Directors of the Association within thirty (30) days of the A.R.C.'s written review and disapproval. Review by the Board of Directors shall take place no later than thirty (30) days subsequent to the receipt by the Board of Directors (unless applicant waives this time requirement in writing). If the Board of directors fails to hold such a meeting within thirty (30) days after receipt of the request for such meeting, then the plans and specifications shall be deemed approved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting. In the event the Board of Directors fails to provide such written decision within said thirty (30) days of the meeting, such plans and specifications shall be deemed approved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns; provided, however, that no Improvements shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in the Declaration, or which violates any zoning or building ordinances or regulations.

9.1.8 Modifications of Plans and Specifications. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the plans and/or specifications approved by the A.R.C. shall be subject to the approval of the A.R.C. in

the same manner as is required for approval of original plans and/or specifications.

9.1.9 Enforcement. There is specifically reserved unto the A.R.C., and to any agent or member of the A.R.C., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.C., whether there exists any construction of any Improvement which violates the terms of any approval by the A.R.C. or terms of this Declaration, or any amendments thereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference, or violates the representations and warranties of the applicant in making such application. If any Improvements of any nature shall be constructed or altered without prior written approval of the A.R.C. or in violation of any representation or warranty of the applicant in making such application, the Owner shall upon demand of the Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.R.C and the representations and warranties of the applicant in making its application for such approval. The Owner shall be liable for the payment of all costs of such removal or restoration, including all cost and attorney's fees incurred by the Association. Such costs may also be the basis for an Individual Assessment. The A.R.C. is specifically empowered, upon receipt of Board of Director's approval to enforce the architectural and landscaping provisions of this Declaration, by any legal or equitable remedy, and in the even that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement or restore any tree or nature areas, the Association shall be entitled to the recovery of court costs, expenses and attorney's fees in connection therewith. All costs, expenses, and attorney's fees of the A.R.C., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Association; provided, however, that nothing herein shall be deemed to negate the Association's right to an award of the Association's and the A.R.C.'s attorney's fees and costs if the Association is prevailing party in any administrative or judicial proceeding. In the event that an Owner fails to comply with the architectural and landscape provisions contained herein in the Declaration of Covenants and Restrictions for the Development, or other rules and regulations promulgated by the A.R.C., the A.R.C. may, in addition to all other remedies contained herein, record against the Owner's Lot a Certificate of Non-Compliance stating that the Improvements on the Lot fail to meet the requirements of the A.R.C. All rights of the A.R.C. may be enforced directly by Declarant in Declarant's Name until such time as the Association is fully operational,

any time prior to the Control Transfer Date, or in the absence of the Association taking such action following six (6) months from the event giving rise to such right of enforcement, in which case all fees and costs as described above in connection with such enforcement shall be recoverable by Declarant should it be the prevailing party in such enforcement action; provided however, Declarant shall have no obligation to seek such enforcement.

9.2 Design Guidelines. The A.R.C. shall maintain design and development standards for the entire Development at Egret Landing. Including, but not limited to, the following:

9.2.1 Exterior Building Walls. Approved materials are brick masonry, stucco, cement plaster, wood or an approved Simulated Wood System, or an exterior insulation and finish system provided that all finishes, textures, and colors must be submitted as a part of the approval process. Any aluminum or vinyl wrapped cornices must be approved by the A.R.C.

9.2.2 Interior Building Walls. Minimum height of stud plates is 9 feet.

9.2.3 Roofs and Gutters. Approved materials are copper, galbanum or comparable metal roofing, wood (fire rated cedar shakes only), slate, or composite fiberglass shingle. Clay ridge tiles are required. 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.

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.. All windows should remain proportional to the architecture of the structure.

9.2.5 Driveways. All driveways shall be hard-surfaced, including reinforced concrete, asphalt, and brick. Lots 9, 16, 17, 24, 25, and 32 Block B, Unit 1, must have its only driveway access on the named Cul-de-Sac.

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.

9.2.7 Mailboxes. All mailboxes shall be brick or metal and architecturally consistent with the main dwelling. All mailbox designs and colors must be approved by the A.R.C.

9.2.8 Gas Lanterns.

Gas Lamp specifications:

Egret Landing Subdivision requires each Lot Owner to install two decorative gas lamps. Gas Lamps shall be installed on or before substantial completion of the original construction of the home constructed on the Lot. Decorative Gas Lamps fixture should be a minimum of 10" – 15" in width and minimum of 20" – 25" in height. Location of Lamps will be on the front main façade of the home constructed on the Lot.

A gas supply line shall be run and connected to Gas Lamps to allow lamps to be functional. Gas Lamps shall be maintained in good repair and lit to provide light. In the event that an Owner wants to install on/off switch to control the Lamps, Lamps shall be on from dusk until dawn.

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) 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 Block B, 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.

- (c) 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.

9.2.10 Declarant Exemption. Anything contained herein to the contrary notwithstanding, any Improvements of any nature made or to be made by the Declarant, including, without limitation, Improvements made or to be made to the Common Property, shall not be subject to the review of the A.R.C.

9.2.11 Fees and Consultants. The A.R.C. may adopt a schedule of reasonable fees for processing request for approval. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.C. The payment of such fees, as well as other expenses of the A.R.C. required to be paid, shall be deemed to be an Individual Assessment, enforceable against the Owner and the Lot as provided hereinabove. The A.R.C. expressly reserves the right and power, exercisable in its sole discretion, to procure the services of a consultant of its own choosing or purposes of assisting the A.R.C., in its review of any plans or specifications, and the cost of such consulting services shall be the responsibility of the respective applicant or Owner of the Lot.

9.1.14 Exculpation and Indemnity. Neither the Declarant, the directors or officers of the Association, the members of the A.R.C. nor any person acting on behalf of any of them, shall be liable for any cost or damage incurred by any Owner or the Association or any other party whatsoever, due to any mistake in judgment, negligence or any action of the A.R.C. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within Egret Landing agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Declarant, the directors or officers of the Association, or the members of the A.R.C. in connection with the approval or disapproval of plans and specifications. The Association shall indemnify, defend and hold the Declarant, A.R.C. and each of its members harmless from all costs, fees and expenses (including attorneys' fees and the

expenses of expert consultants) which the A.R.C. or its members may incur on account of any claim in connection with the approval or disapproval of plans and specifications. Neither the Declarant, the directors, officers nor the Association, the members of the A.R.C., nor any person acting on behalf of them, shall be responsible for any defects in any plans or specifications, or for any defects in any Improvements constructed pursuant thereto. Each party and Owner submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE 10 – RESTRICTIONS

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 32, Block B, Unit 1, Egret Landing, 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, and garages must be finished inside and have doors equipped with automatic garage door openers. 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. 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.

10.1.4 Accessory Buildings. No accessory building of any kind will be permitted on any Lot without prior approval of the A.R.C.

10.1.5 Construction Phase. During construction of a Single-Family Residence, Multi-Family Housing Improvements, or other Improvement, the Lot shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the Lot. The Lot is to be cleared of debris and discarded materials prior to the end of each work day. Builders are required to complete preliminary rough drainage and maintain erosion control at all times and immediately after installation of the foundation so that construction mud will be limited in the streets. In the event the Owner or his agent or employee (including, without limitation, any contractor or subcontractor) shall fail to maintain the construction site as specified herein and such failure continues for at least seven (7) days following delivery of written notice thereof from the Association, the Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse, unsightly debris and/or growths from the Lot. The Association shall have the right, but not obligation, to have removed from all streets in the Subdivision dirt and/or mud on streets caused by Owner's Builder and charge the Owner thereof for all such costs and expenses. In the event the Association, after such notice (if required), causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the rate of twelve percent (12%) shall be charged to the Owner as an Individual Assessment, and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth herein.

10.1.6 Temporary Structures. No structure or object of a temporary character, such as, but not limited to, trailers, construction trailers, tents, shacks, sheds, and garages, barns, or other temporary or other outbuildings shall be erected, kept, or maintained on any Lot for any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a Lot when approved in advance by the A.R.C. Except as mentioned above, each site must provide a temporary bathroom facility until proper facilities are available at the construction site. Builders may share such services if the sites are within 10 feet from property line to property line. The architectural site plan shall indicate the location of such temporary structure and shall include drawings reflecting the appearance of same.

10.1.7 Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist on such Lot. All Lots and all areas between Lot lines and

pavements and Lot lines and Bayou DeSiard shall be maintained by the Owners in a manner required by the Association. In the event an Owner fails to maintain his Lot as aforesaid, the Association shall have the right, exercisable in its sole discretion, to mow or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Egret Landing provided, however, that at least seven (7) days prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, in that event, the costs of such work, together with interest thereon at the rate of twelve percent (12%) shall be charged to the Owners and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in Article 6 of this Declaration. Such entry by the Association shall not be deemed a trespass. The Association may also, at the request of any Lot Owner, including the Declarant, and for an agreed charge to the Lot Owner, maintain any undeveloped Lots, so as to prevent such undeveloped Lots from becoming unsightly as defined hereinabove. The costs of such work, together with interest thereon at the rate of twelve percent (12%) shall be charged to the Owner and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article 6 of this Declaration.

10.1.8 Setbacks. No building is to be located closer than five feet (5') (unless some other distance is required by City Ordinance) to an interior Lot line. All residences and other structures shall be placed on said Lot in accordance with the City of Monroe Zoning Ordinances and the Design Standards and Guidelines as they exist at the time of this Declaration or as subsequently amended and in effect at the time of said construction. All setbacks will be shown on the recorded Plats and no construction of Improvements shall be allowed within such setbacks.

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, locations and fencing/wall types are required in certain areas of the Property. 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. See Figure A for required fence construction.

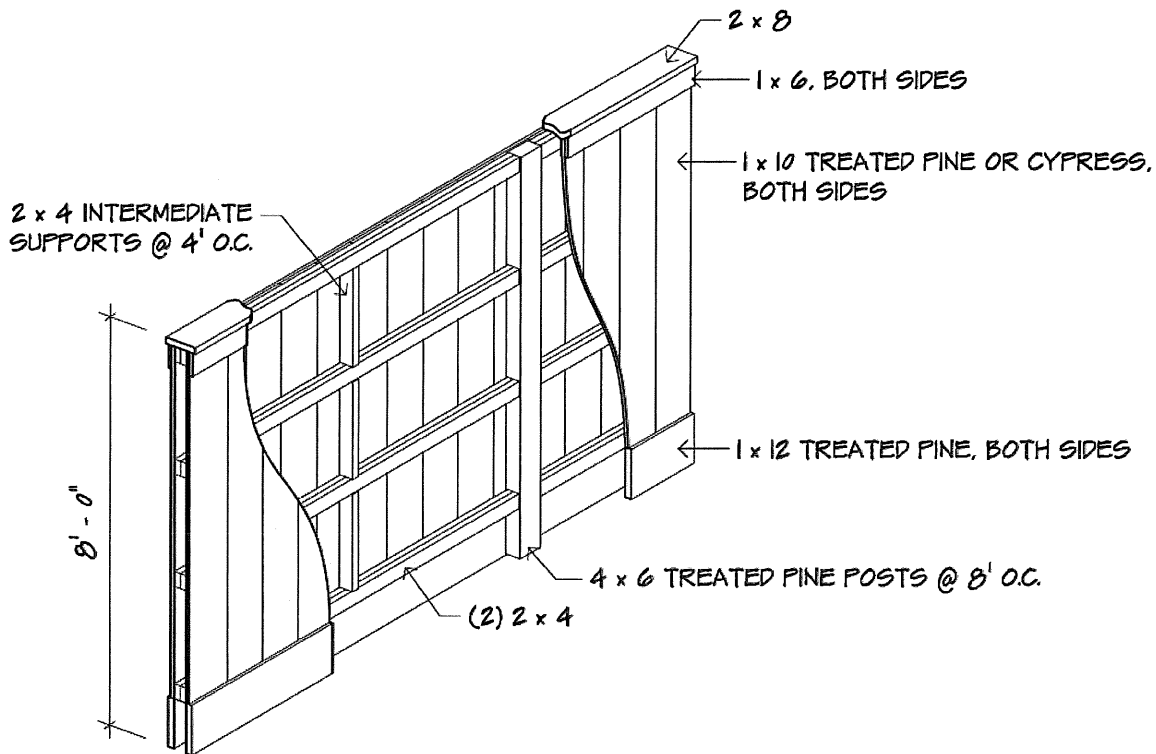


Figure A: Required Fence Construction

10.1.10 Utilities. No utilities, including without limitation water pipe, sewer pipe, gas pipe, drainage pipe, electric wire, permanent telephone cable, permanent television cable, or similar service line shall be installed or maintained on any Lot above the surface of the ground. Only the minimal control boxes for such utilities required to be located above the ground surface are allowed and the A.R.C. may require Owners of Lots upon which such above ground facilities are located to landscape around such above ground facilities as may be appropriate to enhance the beauty of the Development.

10.1.11 Lot Filling. No Lot may be cleared, graded, cut or filled for any reason until the A.R.C. has reviewed and approved the preliminary application for the Improvements. The site plan, along with other documents required by the A.R.C. must be clearly delineate the extent of clearing, grading, cutting and filling, and the submission by the applicant of such plans shall constitute a representation and warranty by the applicant that such plans comply with all drainage requirements under this Declaration and in accordance with all applicable law, rules and regulations.

- 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. Sales or property management offices may be used in Multi-Housing Complex's as approved by the A.R.C.
- 10.3 Restrictions on Lots and the Property. The following restrictions shall apply to all Lots and the Property, as indicated.
- 10.3.1 Residential Use. All Lots in Egret Landing except for those expressly designated for Multi-Family Housing as provided herein, as amended from time to time, shall be used as single family private residential dwellings as provided herein. Except as provided in Section 10.2, of this Declaration, 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. Those Lots designated as Multi-Family Housing as provided herein, as amended from time to time, shall be used as multi-family, private residential dwellings and for no other purpose except as provided in Section 10.2, and except as may be approved by the A.R.C. as residential community centers.
- 10.3.2 Clotheslines. No clotheslines or outside drying area shall be located on any Lot.
- 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. The A.R.C. may consider, upon request, signs to be located on Multi-Family Housing Lots for the sale and/or lease of residential units located within such Lots, and any informational signs for managers of such complexes, location of pools or other Improvements located on such Lots.

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. For Multi-Family Housing Lots only, the A.R.C. may approve of designated areas for trash receptacles which shall be located in an area and completely enclosed in an approved enclosure as approved by the A.R.C.

10.3.5 Antenna and Other Rooftop Accessories. No television or radio aerial or antenna, and no other type of aerial or antenna or

similar device such as a satellite antenna, used either for reception or for transmission, shall be maintained upon any Lot or the exterior of any dwelling, unless such aerial, antenna, or device be screened from public view in a manner approved by the Declarant or by the Architectural Review Committee.

10.3.6 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Property by Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity on or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Lot. No obnoxious or offensive trade or activity shall be carried on upon Common Area, any Lot or within any dwelling, nor shall anything be done thereon or therein, which may be or become an annoyance or nuisance of Egrets Landing or other Owners. Without limiting the generality of the foregoing, no horn, whistle, siren, or bell, except such devices as may be used exclusively for security or safety purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements. No noxious or offensive odors shall be allowed to arise from any Lot.

10.3.7 Boats, Trailers and Motor Vehicles. Except as specifically allowed and approved in advance by the Association, no commercial vehicle, boats, boat trailers, buses, house trailers, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles ("Non-permitted Vehicles"), whether of a recreational nature or otherwise, with the exception only of four-wheel passenger automobiles and pickup trucks, shall be placed, parked or stored upon any Lot. Except for those of a guest or temporary employee, no vehicle shall be parked or permitted to remain parked on the street except during bona fide emergencies. No garage shall be built for the storage of a motor home or any other vehicle that would require an unusually large or excessively tall structure, unless approved by the A.R.C. to be compatible with the Improvements on the Lot. No wrecked or junk vehicle, inoperative vehicle, truck larger than $\frac{3}{4}$ ton, house trailer, or bus may be kept in the Subdivision at any time. No motor home, camper trailer, recreational vehicle, motorcycle, boat, boat trailer, or machinery or equipment of any kind or character (except such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling, and except such equipment and machinery as the Association may require in connection with the maintenance and operation of any common

areas and community facilities) shall be kept within the Property unless such is completely enclosed in a garage or kept in an enclosed area specifically designed therefore, nor (except during bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on a street, Common Area or Lot within the Property.

Vehicles of repairman, delivery men, moving vans, temporary guests or vehicles owned or leased by a member of the Owner's family may be parked on a curb side on the driveways and private parking areas of a Lot for no longer than eight (8) hours in a twenty-four (24) period. In no event shall any vehicles be allowed to block traffic flow. Furthermore, guests of an Owner, visiting for an extended period of time, may park their vehicles in the driveway and private parking areas of a Lot for the duration of their stay. The Association shall have the right to authorize the towing of any vehicle which is in violation of these provisions, and to collect the cost thereof from Owners, as an Individual Assessment.

- 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 designated as Residential Lots as provided herein, and for each residential unit located within or on any Multi-Family Housing Lot as provided herein, shall be limited to the members of one (1) family unit.
- 10.4 Additional Protective Covenants. Declarant may include, in any contract, plat, or deed for any Lot additional protective covenants and restrictions not inconsistent with those contained herein.
- 10.5 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Areas. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes, and provided further that such domestic pets are not a source of annoyance or nuisance to Egret Landing or other Owners. No animals shall be permitted within or upon any other Common Areas and community facilities, if any, unless accompanied by their owner and unless the pets are carried or leashed.
- 10.6 Rules and Regulations. No Owner or other person (other than Declarant) shall use the Common Property, or any Lot, or any other Property, in any manner contrary to, or not in accordance with such

rules and regulations as may be promulgated by the Association from time to time, as the same may be hereafter amended.

- 10.7 Storage, Accessory Building, Utility Enclosures, and Waste receptacle on the Property. The Property shall not be used for the outdoor storage of anything, including but not limited to construction materials, vehicles, waste and maintenance equipment and supplies. Waste receptacles must be kept out of view of any public or private area except on designated removal days. Storage, maintenance and accessory buildings shall not be constructed or maintained on the Property except in locations specifically approved by the Declarant and the A.R.C. Except as may be otherwise approved by the Declarant and A.R.C., all cable, electric, gas, telephone, sewer, sewer grinder pumps, sewage and water pump stations and other utilities shall be installed and maintained underground; except that telephone and electrical junction boxes and electrical transformers may be installed above ground in utility boxes as approved by the Declarant and the A.R.C., and subject to any requirements by Declarant as provided in 10.1.10.
- 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, Block B, 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.

ARTICLE 11 – INDEMNIFICATION OF OFFICERS, DIRECTIONS, MEMBERS OF THE A.R.C. AND MEMBERS OF THE ASSOCIATION

Every officer and director of the Association and each member of the A.R.C. shall be indemnified by the Association against all expense and liability, including attorneys' fees, incurred by, or imposed upon, him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being, or having been, an officer, director, or a member of the A.R.C. or the Association, whether or not he is an officer, director, or member of the A.R.C. or Association, is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director or member of the A.R.C. or Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors

approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member of the A.R.C. or Association may be entitled. Declarant shall also be indemnified by the Association against all expense and liability, including attorney's fees, incurred by, or imposed upon it in connection with any proceeding to which it may be a party or in which it may become involved by reason of its being, or having been the Declarant, in control of the A.R.C. or the Association, whether or not it is an officer, director, or member of the A.R.C. or Association, or appoints anyone to such positions, or is adjudged guilty of willful misfeasance or malfeasance in the performance of its duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Declarant seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE 12 – GENERAL PROVISIONS

- 12.1 Assignment. Any or all or the rights, powers, and obligations, easements and estate reserved by or granted to the Declarant or the Association may be assigned by the Declarant or the Association as the case may be. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or Association. After such assignment, Declarant and/or the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.
- 12.2 Amendment. Subject at all times to all other limitations set forth in this Declaration, the Declarant shall have exclusive authority to amend these Declarations including without limitation the Design Standards contained herein, until all of the Lots covered hereby (including the Additional Property) have been initially developed. Thereafter, or in the event Declarant, its successors and assigns, no longer exists, the power to amend and enforce shall pass to the Association established specifically for Egret Landing. Membership shall be made as defined in 3.01 in the By-Laws and 3.2 of this document. Any amendment shall be prospective in effect and shall not apply to require modifications to or removal of structures previously approved once construction thereof has commenced if constructed in accordance with such approval and the representations and warranties of the applicant therefor. Said Amendments shall be recorded in the land records in the office of the Clerk of Court, Ouachita Parish, Louisiana. Unless a later date shall be specified in

any such amending instrument, any amendment hereto shall be effective on the date of recording of the amending instrument.

12.2.1 Effect on Institutional Mortgagee. No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Lot, or to affect or impair the rights granted hereto Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Lot to which consent shall be executed with the formalities required for deeds and recorded with the amendment.

12.2.2 Duration of Amendments. Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and the same extent as to the covenants and restrictions set forth herein.

12.3 Duration. Unless amended in accordance with the provisions herein, and except where permanent easements or other permanent rights or interests are herein created, the covenants, conditions and restrictions of this Declaration shall run with and bind the land now and hereafter constituting the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date of this Declaration, after which date these covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless terminated at the end of any such period by an instrument executed and acknowledged within sixty (60) days preceding the end of such period by the Owners of at least fifty-one percent (51%) of the Lots, which instrument shall be filed for record in the office of the Clerk of Court of Ouachita Parish agreeing to dissolve the Association and/or change said covenants in whole or in part.

12.4 Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of Egret Landing. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person violating or attempting to violate any covenant, condition or restrictions, either to restrain or enjoin violation or to recover damages, or both, and against any Lot to enforce any lien created hereby; and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. The defaulting party shall be responsible for payment of the expenses of enforcement, including attorney's fees.

The provisions hereof may be enforced, without limitation by the Declarant, by the Association, by any Owner or any mortgagee of any Lot within Egret Landing.

For and in consideration of the privileges and protections granted herein, and the mutual enjoyment and use of the Common Property, and for the express purpose of securing the payment of the Assessments, other sums and charges described in Section 6 above, the Association is given the power of sale to enforce its assessments against the Owners of Lots in Egret Landing, or as described in Paragraph 6.8 above.

- 12.5 Declarant's Rights. Any other provisions in this Declaration to the contrary notwithstanding, Declarant is irrevocably empowered to sell or lease Lots, improved or unimproved, on any terms to any purchaser or lessees, for so long as it owns any property in Egret Landing. Also, for as long as Declarant owns any Lots in Egret Landing or the Property, the Declarant shall have the right to transact any business necessary to consummate sales of property throughout Egret Landing including, but not limited to, the right to maintain offices(s) on the Property and/or Common Property in location(s) to be selected by Declarant, to have employees in such offices, to construct and maintain other structures or appurtenances which are necessary or desirable for the development and sale of property throughout Egret Landing, including without limitation, sales models, and parking lots; to post and display a sign or signs on any Lots owned by the Declarant on the Common Property; and to use the Common Property and to show Lots. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within Egret Landing shall not be considered Common Property and shall remain the property of the Declarant.
- 12.6 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.
- 12.7 Plats. In addition to this Declaration and any subsequent declarations and amendments, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions as set forth in the plats of portions of the Property, which are recorded or to be recorded in the Clerk of Court's office of Ouachita Parish. In addition, each Owner must abide by all applicable laws, regulations and ordinances of the federal government, the City of Monroe, the Parish of Ouachita, and the State of Louisiana.
- 12.8 Gender and Number. The use of the singular herein includes the plural, and the use of any gender shall include all genders.

- 12.9 Severability. Invalidation of any of the covenants or restrictions contained herein by judgment, decree or court order shall in no way affect any other provision herein, each and all of which shall be severable and shall remain in full force and effect.
- 12.10 Captions. The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.
- 12.12 Right of Declarant to Modify Covenants and Configuration of Lots. Notwithstanding the declarations contained hereinabove in any Article of these covenants and further notwithstanding the public dedications of easements and rights-of-way for the location of streets, utilities, drainage and minimum setback lines as depicted upon the plat of survey of Egret Landing recorded simultaneously with these covenants, the undersigned BAYOU BEND ESTATES, LLC, as Owner and Declarant of the lands comprising said subdivision, does hereby specifically reserve, for itself or its successor, the right to modify any provision herein contained, with the exception of the covenant contained hereinabove that each of said Lots will be developed for single family residential use or multi-family residential use for those Lots so designated as provided herein, and the undersigned does hereby further reserve the right to modify the configuration of the Lots, and the designation as single or multi-family as provided herein, location of easements for roadway, utility, drainage or minimum setback purposes each as presently depicted upon said recorded plat, and to abandon, abolish, relocate or recreate any such easements or rights-of-way if the undersigned deems same to be in the best interest of future development of the Subdivision as a whole and to increase or decrease the number of Lots in said Subdivision available for building sites, whether same be by a resurvey or a Lot or series of Lots within said Subdivision or by the conveyance or the exception from conveyance of a portion or portions of such Lots for the purpose of creating a more suitable building Lot or in the instance, for example, where improvements or driveways or the like as actually constructed encroach upon or across Lot lines as depicted upon said plat, provided that any such modification shall be in writing and recorded among the Ouachita Parish Land Records. Any person taking title to any Lot or portion thereof evidenced by the acceptance of delivery of a deed from BAYOU BEND ESTATES, LLC or from its successors in title is deemed to have acknowledged this right so reserved herein as to future modification of covenants.
- 12.13 Effective Date. This Declaration shall become effective upon its recordation in the Clerk of Court's office of Ouachita Parish.

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 28th day of August, 2014.

WITNESSES:

BAYOU BEND ESTATES, LLC

Brendy N. Cooper
Brendy N. Cooper
J. Brian Green

By: Joe Holyfield
Manager

Linda M Pepper
NOTARY PUBLIC



Ouachita Parish Recording Page

LOUISE BOND
Clerk of Court
PO Box 1862
Monroe, LA 71210-1862
(318) 327-1444

Received From :
JOHN C LAIRD, A PROFESSIONAL LAW CORP
P O BOX 14488
MONROE, LA 71207

First VENDOR
EGRET LANDING SUBDIVISION

First VENDEE
THE PUBLIC

Index Type : Conveyances

File Number : 1658758

Type of Document : Restrictions

Book : 2390 **Page :** 594

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Ouachita Parish, Louisiana

Louise Bond

Clerk of Court

On (Recorded Date) : 09/10/2014

At (Recorded Time) : 1:41:44PM



Doc ID - 010789390004



CLERK OF COURT
LOUISE BOND
Parish of Ouachita

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 09/10/2014 at 1:41:44
File Number 1658758
Recorded in Book 2390 Page 594

Amanda K Crow

Deputy Clerk

Return To :
JOHN C LAIRD, A PROFESSIONAL LAW CORP
P O BOX 14488
MONROE, LA 71207

**FIRST SUPPLEMENTAL AND AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS**

For

Egret Landing Subdivision, Monroe, Louisiana

THIS FIRST SUPPLEMENTAL AND AMENDED 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 filed a Declaration of Covenants and Restrictions For Egret Landing Subdivision, Monroe, Louisiana on August 29, 2014 in Conveyance Book 2388, page 103, File Number 165804, records of Ouachita Parish, Louisiana (the "Declaration"); and

WHEREAS, Declarant, pursuant to the provisions of the Declaration including without limitation that provided in Section 12.12, hereby make the following supplemental, amending and modifications to the Declaration, as follows:

ARTICLE 1 - DEFINITIONS, Section 1.12, definition of "Declarant's Affiliates" shall be supplemented and amended to include among the names of those mentioned, Johnston & G, L.L.C.

ARTICLE 1 - DEFINITIONS, Section 1.22, definition of "Property" shall be supplemented with the Exhibit "A" attached hereto that was inadvertently omitted from the Declaration, and which is the same property as described in plat filed in Plat Book 25, page 119, File Number 1657977, records of Ouachita Parish, Louisiana.

IN WITNESS WHEREOF, the undersigned BAYOU BEND ESTATES, herein called the Declarant, acting by and through their respective duly authorized agent, have hereunto set their hand and seal on this the 10th day of September, 2014.

WITNESSES:

Lisa Holyfield
LISA Holyfield

BAYOU BEND ESTATES, L.L.C.

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

Linda M Pepper
NOTARY PUBLIC
LINDA M PEPPER
#019727

EXHIBIT "A"

Out-Boundary Description Egret Landing Subdivision, Unit 1

Description of a tract of land situated in Section 33, Township 19 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

Commence at a found 1" iron rod marking the Northeast corner of Section 28, Township 19 North, Range 4 East, Ouachita Parish, Louisiana; thence, run S36°34'25"W, a distance of 2056.76 feet to a point on the east bank of Bayou DeSiard and south right-of-way line of Richland Place; thence, run S82°10'32"E, along the south right-of-way line of Richland Place, a distance of 502.21 feet, to the northwest corner of USDI-Fish and Wildlife Service property; thence, run in a southerly direction, along the west line of said USDI-Fish and Wildlife Service property, the following bearings and distances:

S13°12'00"W, a distance of 1289.04 feet;
S35°23'54"W, a distance of 1171.11 feet;
S51°56'48"W, a distance of 976.58 feet, to the Northeast corner of that certain 19.33 acre tract, referred to as the "Middle Tract", conveyed to Bayou Bend Estates, L.L.C. by deed recorded in Conveyance Book 1809, DR#1296950, records of Ouachita Parish, Louisiana; thence, run S13°07'41"W, along the east line of said "Middle Tract", a distance of 1022.60 feet to a found 5/8" iron rod and the POINT OF BEGINNING; thence, run S17°02'12"E, along the east line of said "Middle Tract", a distance of 340.00 feet, to the Northeast corner of that certain 4.737 acre tract conveyed to Johnston & G, L.L.C. by deed recorded in Conveyance Book 1805, DR#1293582, records of Ouachita Parish, Louisiana; thence, continue S17°02'12"E, along the east line of said Johnston & G, L.L.C. 4.737 acre tract, a distance of 405.00 feet, to the Northeast corner of that certain 4.658 acre tract conveyed to KBBC, L.L.C. by deed recorded in Conveyance Book 1805, DR#1293584, records of Ouachita Parish, Louisiana; thence, continue S17°02'12"E, along the east line of said KBBC, L.L.C. 4.658 acre tract, a distance of 405.00 feet, to the Northeast corner of that certain 12.698 acre tract, referred to as the "South Tract", conveyed to Bayou Bend Estates, L.L.C. by deed recorded in Conveyance Book 1809, DR#1296950, records of Ouachita Parish, Louisiana; thence, continue S17°02'12"E, along the east line of said Bayou Bend Estates, L.L.C. 12.698 acre tract, a distance of 1215.05 feet, to a found 5/8" iron rod in the fence on the north boundary of the Louisiana Wildlife and Fisheries property; thence, run N86°12'03"W, along the north line of said Louisiana Wildlife and Fisheries property, a distance of 594.42 feet to the left descending water's edge of Bayou DeSiard; thence, run along said left descending water's edge of Bayou DeSiard the following bearings and distances:

N18°38'36"W, a distance of 155.85 feet; N16°50'59"W, a distance of 230.19 feet;
N22°37'01"W, a distance of 204.92 feet; N28°12'19"W, a distance of 190.98 feet;
N22°21'43"W, a distance of 125.38 feet; N24°17'44"W, a distance of 178.26 feet;
N19°36'57"W, a distance of 163.85 feet; N19°30'28"W, a distance of 170.13 feet;
N15°53'57"W, a distance of 171.66 feet; N09°07'13"W, a distance of 163.84 feet;
N12°08'32"W, a distance of 184.00 feet; N09°59'21"W, a distance of 185.69 feet;

N07°26'13"W, a distance of 74.87 feet; thence, leaving said left descending water's edge of Bayou DeSiard, run N77°34'17"E, a distance of 248.97 feet; thence, run N78°27'31"E, a distance of 60.00 feet; thence, run in a southwesterly direction along a curve to the left, said curve having a radius of 870.00 feet (the chord of which bears S11°49'33"E, 8.64 feet), for an arc distance of 8.64 feet; thence, run N72°57'48"E, a distance of 280.91, back to the POINT OF BEGINNING and containing 31.927 acres of land, more or less, together with all property subject to private ownership between the side lot lines when extended to the ordinary low water line of Bayou DeSiard and being subject to any rights-of-way or servitudes, whether in use or of record.