

Livingston Parish Recording Page

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Recording Pages : 9

Recorded Information

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On (Recorded Date) : 10/25/2019

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Parish of Livingston

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**FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS & RESTRICTIONS
FOR
AUDUBON LAKES SUBDIVISION
LIVINGSTON PARISH, LOUISIANA**

BE IT KNOWN, that on the date set forth below, before me the undersigned Notary Public and competent witnesses, personally came and appeared:

D.R. HORTON, INC. – GULF COAST, a Delaware corporation whose address is 4306 Miller Road, Suite A, Rowlett, TX 75088, represented herein by the undersigned duly authorized representative (hereinafter referred to as “DEVELOPER”),

who did declare as follows:

WHEREAS, Developer is the “Developer” under the previously established restrictive covenants for Audubon Lakes Subdivision in Livingston Parish, Louisiana (the “Subdivision”), set forth in that certain “Declaration of Covenants and Restrictions for Audubon Lakes Subdivision, First Filing and Dedication and Transfer of Common Properties” dated October 26, 2012, recorded October 29, 2012, at Conveyance Book 1144, Page 333, File No. 780209, Livingston Parish Louisiana, as amended by that certain “First Amendment to Declaration of Covenants and Restrictions for Audubon Lakes, First Filing,” dated May 12, 2014, recorded May 13, 2014, at Conveyance Book 1192, Page 727, File No. 819568, Livingston Parish, Louisiana, as amended by that certain “Second Amendment to Declaration of Covenants & Restrictions for Audubon Lakes Subdivision” dated May 13, 2015, recorded May 19, 2015, at Conveyance Book 1223, Page 728, File No. 844016, Livingston Parish, Louisiana, as amended by that certain “Third Amendment to Declaration of Covenants and Restrictions and Assignment of Rights of Developer for Audubon Lakes Subdivision” dated March 28, 2017, recorded April 19, 2017, at Conveyance Book 1284, Page 376, File No. 896137, Livingston Parish, Louisiana, as amended by that certain “Fourth Amendment to Declaration of Covenants & Restrictions for Audubon Lakes Subdivision” dated January 15, 2018, recorded January 23, 2018, at Conveyance Book 1310, Page 667, File No. 916500, Livingston Parish, Louisiana (collectively the “Restrictive Covenants”), which Restrictive Covenants affect the First Filing, Second Filing and Third Filing, Part 1 of the Subdivision;

WHEREAS, subsequent to the recordation of the Restrictive Covenants, the final plat for the Third Filing, Part 2 and the Fourth Filing, Part 1 & 2 of the Subdivision was recorded, and Developer desires that the lots and certain common properties within the Third Filing, Part 2 and Fourth Filing, Part 1 & 2 of the Subdivision, being **Lots 95 through 146, Inclusive, and 173 through 200, Inclusive; Tract B and Remainder of Tract A-2** (collectively, the “Third Filing, Part 2 & Fourth Filing, Part 1 & 2 Property”), as shown on that certain survey entitled, “Final Plat of Audubon Lakes Third Filing, Part 2, Lots 119-146, 173-184 and Fourth Filing, Part 1 & 2, Lots 95-118, 185-200, Tract B, Tract PS & Remainder of Tract A-2, Located In Section 31, T-5-S R-3-E, Greensburg Land District, Livingston Parish, Louisiana,” prepared

by Colin B. Gravois, P.L.S., CSRS, Inc., signed by said surveyor on September 27, 2018, and recorded October 4, 2018, at Plat Bk 70, Page 464, File No. 934401, Livingston Parish, Louisiana (the "Third Filing, Part 2 & Fourth Filing, Part 1 & 2 Final Plat"), be made subject to the Restrictive Covenants;

WHEREAS, Developer desires to otherwise amend the Restrictive Covenants as set forth in herein; and

WHEREAS, pursuant to Section 8.4 of the Restrictive Covenants, Developer reserved the right to amend the Restrictive Covenants in any manner or for any purpose;

NOW THEREFORE, Developer does hereby amend the Restrictive Covenants as follows:

1. The description of the "Property" as contained in the first paragraph of the Restrictive Covenants is hereby amended to also include the Third Filing, Part 2 & Fourth Filing, Part 1 & 2 Property, as shown on the Third Filing, Part 2 & Fourth Filing, Part 1 & 2 Final Plat.

2. Section 3.1 of the Restrictive Covenants is hereby amended and restated in its entirety as follows:

3.1 FORMATION AND PURPOSE. The Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Property, to create a nonprofit corporation for administrating and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions as applicable to each Lot which becomes a Home under these restrictions and for collecting and disbursing the assessments and fines created by these restrictions. The entity formed for these purposes is **AUDUBON LAKES HOMEOWNERS ASSOCIATION OF LIVINGSTON, INC.** (the "**Association**"). The membership, voting rights, powers and duties of the Association shall be as more fully set forth in the Articles of Incorporation of the Association and in any By-Laws of the Association. The Developer shall maintain control of the Association until such time that the Developers agrees to transfer the Association to the owners. Developer reserves the right to contract with and delegate the performance of certain functions of the Association to one or more managing agents or homeowners association management companies (each, a "**Managing Agent**"). Management fees shall be paid from the Association dues. After the Developer transfers the Association to the owners, the board of directors of the Association shall hire and appoint a Managing Agent to carry out the duties of the Association, including but not limited to: (1) enforcing this Declaration, as well as the Articles of Incorporation and By-Laws of the Association, (2) supervising, maintaining, and repairing Common Properties and all property maintained by the Association in accordance with this Declaration, (3) managing the administrative affairs of the Association, and (4) any other duties of the Association contemplated under this Declaration, as well as the Articles of Incorporation and By-Laws of the Association, and delegated by the board of directors of the Association to the Managing Agent. The board of directors of the Association shall ensure that the Managing Agent has the following insurance coverage in the associated amounts (at a minimum):

1. General Liability Insurance: \$2,000,000.00
2. Crime Policy (with Cyber): \$500,000.00

3. Errors and Omissions: \$1,000,000.00
4. Business Automobile: \$1,000,000.00
5. Workers Compensation: \$1,000,000.00

Notwithstanding a delegation of its functions, the board of directors of the Association is ultimately responsible to the Members for governance of the Association. The Association appears herein through its duly authorized officer, and does hereby accept the rights, powers, obligations and duties herein set forth for the Association and the transfer of title to the Common Properties on the terms and conditions set forth herein.

3. The following is hereby added to the Restrictive Covenants as Section 7.5.1:

7.5.1. LANDSCAPING AND COMMON AREA UPKEEP. After the Developer transfers the Association to the owners, the board of directors of the Association shall maintain a landscape service contract with a landscaping company for the landscaping of all Common Properties, including but not limited to the land surrounding the entry feature. The board of directors of the Association shall ensure that any such landscaping company has the following insurance coverage in the associated amounts (at a minimum):

1. General Liability Insurance (With Ongoing Operations Endorsement):

\$2,000,000 General Aggregate
\$1,000,000 Products and Completed Operations Aggregate
\$1,000,000 Each Occurrence

2. Workers Compensation:

\$500,000 Each Accident General Aggregate
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

3. Business Automobile:

\$500,000 Combined Single Limit
-OR-
\$500,000 Bodily Injury per Accident
\$500,000 Bodily Injury per Person
\$500,000 Property Damage

4. Section 7.11 of the Restrictive Covenants is hereby amended and restated in its entirety as follows:

7.11 [Intentionally Left Blank.]

5. Section 7.13 of the Restrictive Covenants is hereby amended and restated in its entirety as follows:

7.13 GARAGE AND DRIVEWAY. Each dwelling must have an attached garage for at least two standard size cars. If the Lot has alley access, the garage must be a rear or side entry using the alley for access; specifically provided however, that any garages located on Lots 95 through 146, Inclusive, and 173 through 200, Inclusive, as shown on the Third Filing, Part 2 & Fourth Filing, Part 1 & 2 Final Plat, may be front-entry garages. The driveway must be surfaced with concrete. Following the initial construction of a driveway on a Lot, no such driveway may thereafter be extended or otherwise modified to increase the surface area of the driveway without the prior approval of the Homeowner Committee, and in no event shall such driveway extension (i) extend beyond the lesser distance of either ten (10') feet from the street, or the upper boundary of the sidewalk, or (ii) extend the width of the driveway by greater than two (2') feet on either side, or (iii) extend to the side property line of the Lot. For purposes of illustration only, examples of driveway extensions that (i) would be considered acceptable (following Homeowner Committee approval) and (ii) would NOT be considered acceptable under any circumstances are depicted on Exhibit B hereto.

6. Section 7.28 of the Restrictive Covenants is hereby amended and restated in its entirety as follows:

7.28 FENCES. All fences must be maintained and kept in good repair so as not to detract from the appearance of the development. The height of fences shall not exceed six (6') feet. Fences must be made of masonry, wood, or other Homeowner Committee approved material. Any portion of a fence that faces a street, alley, or Common Properties must have a "finished side" appearance. Retaining walls must be constructed entirely with Homeowner Committee approved materials, however railroad ties may not be used for a retaining wall visible from a street. Fences may not be constructed nearer than five (5') feet from the front edge of a dwelling's foundation, and in no event may fences be constructed between the front of a dwelling and the street. Fences may not be constructed on any Common Properties. The use of barbed wire and chain link fencing is prohibited. The use or application of a stain that cures in a solid color or paint is prohibited. Wood fences may be left in their natural state. No wood fence may be stained to alter the fence color from a natural wood color. Without prior approval of the Homeowner Committee, clear sealants may be applied. Fences on lots which are adjacent to any lakes, ponds, park areas, recreational fields, pathways or Common Properties ("Common Properties Restricted Fence Lots") shall be constructed in such a manner as to reasonably preserve the view of such lakes, ponds, park areas, recreational fields, pathways or Common Properties to all other Owners, and as such, these fences must be a minimum of 50% open (non-privacy). The height of fences along the rear property line of Common Properties Restricted Fence Lots shall not exceed four (4') feet and the height of the first twenty (20') feet of side fencing from the rear property line shall not exceed four (4') feet, and, after the first twenty (20') feet of side fencing, the side fencing may transition to a height not to exceed six (6') feet on an angle not to exceed 45 degrees (side fences may contain privacy fencing). Fencing shall not be built over or through any servitude or easement on any Lot. Fencing that meets all of the requirements of this Section need not be submitted for approval of the Homeowner Committee prior to installation. This Section is subject to the

Homeowner Committee's right to adopt additional or different specifications for construction or reconstruction of fences. For purposes of illustration only, examples of fencing that would be considered to be constructed in accordance with this Section are depicted on Exhibit C hereto.

7. Section 7.29 of the Restrictive Covenants is hereby amended and restated in its entirety as follows:

7.29 [Intentionally Left Blank.]

8. Exhibit "B" and Exhibit "C" attached hereto, shall be attached and incorporated into the Restrictive Covenants, respectively, as Exhibit "B" and Exhibit "C" thereto.

9. The Restrictive Covenants, as amended herein, are hereby ratified and confirmed in all respects.

[SIGNATURE PAGE FOLLOWS]

THUS DONE AND SIGNED by D.R. HORTON, INC. – GULF COAST at Livingston,
_____ Parish, Louisiana, on the 16th day of Oct, 2018, in the presence of the
undersigned Notary Public and competent witnesses.

WITNESSES:

Molly Darouse
Sign above and print name below:
Molly Darouse

Lindsay Jendryk
Sign above and print name below:
Lindsay Jendryk

D.R. HORTON, INC. – GULF COAST

By: [Signature]
Name: Adam Kutz
Title: Ass. V.P.

[Signature]

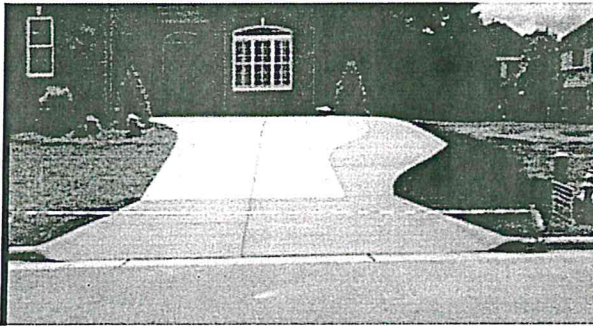
Notary Public
Printed Name: _____
LSBA or Notary No.: _____

CHRISTA L. CAUSEY
Notary Public - Comm. # 31460
East Baton Rouge Parish, La
My Commission Expires With Life

EXHIBIT B
DRIVEWAY EXTENSION EXAMPLES

NOT ALLOWED

- Connecting to the street
- Extending to side property line



Acceptable with ACC approval

- Driveway extension stopping at least 10' from street

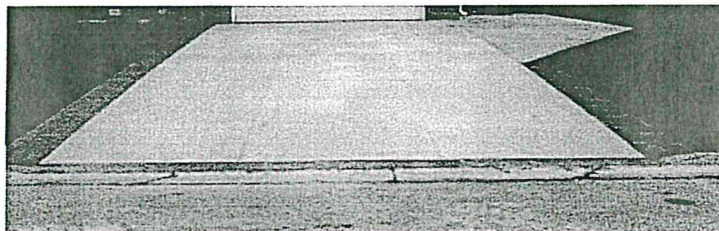
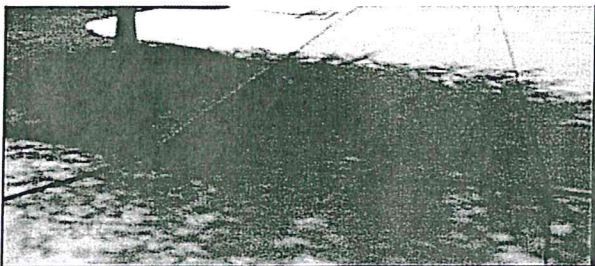
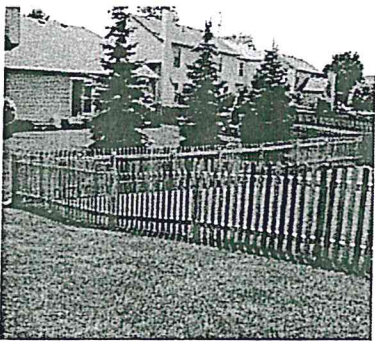
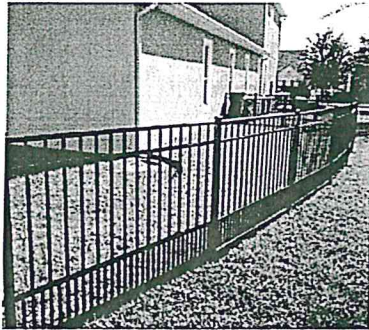


EXHIBIT C
FENCING EXAMPLES

examples of acceptable non privacy fences



example of acceptable transition
from 4' to 6'

