

2024

AMENDMENT TO THE CYPRESS POINT ON THE AMITE
RIVER SUBDIVISION RESTRICTIONS

*STATE OF LOUISIANA
PARISH OF LIVINGSTON*

*RESTRICTIONS: BK 814 ENRY 00502869
Recorded: September 10, 2002*

IN ACCORDANCE WITH paragraph 28 of the Cypress Point on the Amite River Subdivision Restrictions dated the 4th day of September 2002, which states as follows:

“These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots covered by these covenants shall have been recorded, agreeing to change said covenants in whole or in part. **Notwithstanding the foregoing, these restrictions may be amended in whole or in part at any time by an instrument signed by the owners of seventy-five (75%) percent of the lots in said subdivision.**”

Whereas, the Restrictions referenced above were recorded on September 10, 2002, and the initial period of twenty-five (25) years shall not lapse until September 10, 2027. There appears herein, attached hereto and made a part hereof, the signatures of seventy-five percent or more of the current owners of lots in Phase One of Cypress Point on the Amite River Subdivision, there being **seventy-seven (lots 3,7,8,9,12,13,18 belong to Livingston Parish and lots 48 & 49 were legally combined to form lot 48A) in the first filing**, or Phase 1, as shown on that one certain map plat filed of record with the Clerk of Court for Livingston Parish at Entry 493772, and by whose signatures hereto amend the Restrictions of record in whole as follows with original provisions carried forward, and changes show in bold:

1.

The purpose of these restrictions is to create building and use restrictions to further and preserve the general plan of a primarily owner occupied single-family general plan of development for residential purposes only with all commercial or other activities incompatible with the same being prohibited. Short-term rentals and leases for less than six (6) months shall be considered commercial use of said lots and are prohibited, as are any businesses other than a home office. Subsequent Phases or Filings may adopt these restrictions in whole or in part by the filing of a Declaration to said affect with the Clerk of Court of Livingston Parish State of Louisiana, but only with the written consent of the Association to assume the authority to enforce said restrictions over any new Phase or Filing. These restrictions shall run with the land and be binding upon all owners and future owners as set forth hereinafter.

2.

The lots in Cypress Point on the Amite River are limited to being used to accommodate one single-family unit per lot. An additional lot or lots may be joined with another lot, however only one single-family unit may be constructed on any lots which are joined together. Assessments shall remain as if said lots were as designated on the original map plat. Multiple dwellings on a single lot are prohibited, including separated garages or mother-in-law apartments with separate kitchen facilities.

3.

No building may be constructed nor may any building be moved onto **any lot in Cypress Point on the Amite River Subdivision** without first securing the written approval of a majority of the Architectural Control Committee (ACC). The ACC's approval or disapproval as required in these covenants shall be in writing. No construction shall be started until the plans have been approved in writing by the said ACC or its representatives. **A complete set of plans and specifications shall be submitted to the ACC by hand-delivery to an active board member, certified mail with a return receipt, or recognized national carrier with a signature required and will be retained on file by the committee. Emailed delivery of drawings and specifications may be allowed with prior approval from the ACC and acknowledged receipt. Any plans not disapproved within thirty (30) days of receipt shall be deemed unconditionally approved. Any disapproval shall specify in writing what provision of the covenants are violated by the submitted plans and what specific remedy is necessary to obtain approval.**

4.

The Architectural Control Committee shall be made up of the Board of Directors of the Cypress Point on the Amite River Homeowners Association, as well as three (3) delegates who are lot owners with authority to act as their agents. The Committee shall serve without pay and shall check all building plans to ascertain their compliance with all the restrictions as set forth herein. The decision of the Committee, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable.

5.

No inoperable or abandoned vehicles of any nature shall be permitted to be parked in the street or on any lot. Parking of recreational vehicles must be approved by the ACC in a manner to minimize detraction from the appearance of the subdivision. **Boats, boat trailers and jet skis may be parked on the owner's property if the site is maintained by the owner of the property. The HOA Board has the authority to determine if this use is a detraction from the appearance of the subdivision.** No mobile homes (no tongues or wheels allowed), tents, motor homes, or other types of temporary dwellings shall be moved upon said property and used for temporary or permanent residency.

6.

Minimum requirements for residential structures are that each residence shall comply with applicable codes and requirements and will contain not less than 2,000 square feet under roof (with a minimum of 1,000 square feet or heated/cooled living area), including porches, patios, ground level parking and deck/cooking/recreational areas.

7.

No dwelling shall be located any nearer to the front property line than twenty-five (25') feet, nor nearer than five (5') feet to the side lines and /or side servitude of passage unless a waiver is granted by the ACC due to erosion of land into the Amite River or the preservation of large trees.

8.

No structure shall be finished in any material other than factory logs, wood siding, or other primary material approved by the **Architectural Control Committee**, such as cedar, cypress, redwood, **Hardie board**, stucco, or vinyl siding. Masonite lap siding is expressly prohibited, as is felt, paper, rolled siding, imitation brick siding and concrete blocks. Concrete and/or cinder blocks may be used for foundation purposes. The Architectural Control Committee must approve building materials list, which is to be submitted with plans to ensure quality of materials and harmony with other existing structures in the Cypress Point on the Amite River subdivision for the preservation and appreciation of property values. Structures of a temporary character shall not be used on any lot at any time. No building may be occupied as a dwelling or used as a dwelling unless the exterior of the residence and all requirements as set forth in these restrictive covenants have been satisfied. **Necessary permits for occupancy shall be obtained from the Parish of Livingston pertaining to all electrical and plumbing requirements and copies furnished the Architectural Control Committee.**

9.

The minimum roof pitch allowed on a residence is 4/12. Architectural roofing shingles are required with a minimum **twenty-year warranty**. Metal roofs shall be allowed if approved by the **Architectural Control Committee**, in its sole discretion **in maintaining harmony with existing structures, but** only in galvanized "R" panels.

10.

Cabanas or covered decks may **not be** constructed **on a lot** nearer than twenty (20') feet from the water's edge **unless** approved by the Architectural Control Committee (and/or) **where significant erosion of the lot into the Amite River has occurred or other topographical features on the lot require deviation from the standard set back line.** Roof systems for any structure other than the residence must have a 3/12 pitch, no higher pitch and no lower pitch will be approved for construction. A floor elevation must also be submitted to the Architectural Control Committee, to ensure that the height of the completed structure does not impair the **view of the river** from neighboring residences.

11.

Cypress Point on the Amite shall be served by a subdivision Sewer System, in accordance with Parish and State Regulations. Cypress Point on the Amite River shall be served by a private water system in accordance with the requirements of the Parish Health Department and State Board of Health.

12.

It is the responsibility of the purchaser **or lot owner** to provide for offsite garbage disposal at purchaser **or lot owner's** expense and the accumulation of or disposal of any garbage or other solid debris on subject property is prohibited.

13.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which shall become an annoyance or nuisance to other property owners.

14.

These covenants prohibit the resubdivision of any lots from any dimension or size smaller than those shown on the official recorded plan. However, this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. For purposes of assessments, the owner of the combined lot shall be assessed for two lots so combined and shall be entitled to two votes on all homeowner association matters, unless assessments are re-allotted as set forth in the Bylaws. Notwithstanding this prohibition to the resubdivision of lots, any lot may be resubdivided with the express written consent and permission of the Architectural Control Committee.

15.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lots except for dogs, cats, and other household pets. which may Dogs, cats and household pets may be kept provided they are not bred, or maintained for commercial purposes or in such numbers or conditions as may be offensive to other property owners in the subdivision.

16.

All driveways and other means of ingress and egress on each lot must be concrete. Driveways must be completed prior to occupancy, and may not be made of shell, limestone, gravel, or asphalt.

17.

Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining the lot, residence, and driveway in a clean and orderly fashion at all times. Individually owned vacant lots must also be maintained regularly to prohibit unsightly growth of grass, weeds, etc. In the event a lot becomes unsightly with grass, weeds or growth in excess of twelve (12") inches in height, or if debris accumulates on the property, the HOA board shall have the right to demand by certified mail that **the lot be maintained and brought into compliance by the lot owner.** Failure of an owner to comply with the HOA board's request for maintenance within ten (10) days of receipt of the certified mail, shall give the HOA board the right to hire **appropriate remediation services to clean and/or mow. Should the Homeowners Association incur the expense of cleaning the lot, where the owner failed to remediate within ten (10) days of receipt of the certified letter, the Homeowners Association will send the invoice for the expense incurred which said lot owner shall be obligated to pay within fifteen (15) days of receipt.**

18.

No fence shall be erected on any lot closer than five (5) feet to the front property line adjacent to the road and may not exceed 4 (four) feet in height between the road and the front building setback. All fencing material must be wood, wrought iron, aluminum, stucco, or brick. Chain link fences are not allowed. Non-waterfront property rear yard fences shall not exceed six (6) feet in height. **All fences must be approved by the ACC with regard to height and construction material. Waterfront property fencing may not be more than four (4) feet in height and may not obstruct the view of the river from adjacent homeowners. Privacy fences are not allowed between the river edge and the structure of the home adjacent to the river.**

19.

Should construction of a prospective residence, building or structure of **any nature**, not commence within six (6) months after approval of the Architectural Control Committee, and be pursued diligently thereafter, or should construction not be completed within twelve (12) months after the approval then the approval of the Architectural Control Committee shall be automatically withdrawn. The Architectural Control Committee may grant extensions of its approval from time to time for good cause stated. Should construction not commence or be completed for reasons beyond the control of the lot owner or his contractor, such as acts of God, strikes, national calamity or similar events, then the timelines provided herein shall be extended by the Architectural Control Committee in proportion to the delay caused by the event.

20.

There are no warranties as to soil conditions on any lots in this subdivision. Lots are adjacent to the Amite River which has flooded in the past and may in the future. All owners are advised to obtain proper soil compaction tests prior to laying any foundations. Floor elevations must be above **the** flood zone. No exceptions will apply.

21.

Each lot owner shall be required to become a member of the Cypress Point on the Amite River Homeowner Association (hereinafter referred to as Association. The Association shall enforce the subdivision restrictions and the restrictions for future filings, represent the subdivision in any public matters affecting the subdivision, promote subdivision activities, and provide for maintenance of subdivision entrances, common areas, etc. The Association will collect yearly dues fixed by the Board of Directors. Until the Board of Directors sets a different amount, the yearly dues will be \$150.00 Lien rights will exist to enforce the collection of dues. Developer shall be a member of the Association and shall have one vote per lot owned; provided however, Developer shall be specifically exempted from payment of dues and assessments pertaining to lots owned by it. Dues for the first year shall be paid by the lot purchaser at closing and shall be prorated for the year.

22.

Cypress Point Lane is a public dedicated right-of-way maintained by Livingston Parish.

23.

All mailbox structures shall be required as shown in Exhibit "A" attached hereto and made a part hereof. No other mailbox structures shall be allowed, without express written approval of the Architectural Control Committee. Should the prescribed mailbox as shown in Exhibit "A", not be available in the future, homeowners will be required to obtain approval from the ACC for alternative options.

24.

Boat slips shall be permitted in accordance with the U.S. Corps of Engineers Permit. Lot owners should apply to the U.S. Corps of Engineers for a bulkhead permit.

25.

The Association shall have the right to accept or decline the right and authority to enforce the restrictions or permit membership in the Association by future filings or phases in which it deems in its sole discretion are not compatible with the restrictions and general plan of development of Phase 1 of the Cypress Point on the Amite River single-family residential subdivision and to deny access to any of its river front or common property facilities which shall not be unreasonably enforced.

26.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a new initial period of two years from the date these amendments are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years each, unless an authentic act is filed with any amendment which amends, modifies, changes or enhances these restrictions, signed by the secretary of the Association attesting to the vote of a majority of the then property owners of the lots covered by these restrictions by written ballot, which can be received by electronic email or other means, the originals which shall be maintained at the registered office of the Association for a period not less than ten (10) years. Notwithstanding the foregoing, these restrictions may be amended in whole or in part at any time by a vote of not less than seventy-five (75%) percent of the current owners, with the filing of the attestation authentic act, and maintaining of the written ballots as set forth above.

27.

No oil or gas drilling, quarrying or mining operations or explorations or development operations of any kind shall be permitted on or in any lot, nor shall oil wells, refineries, tanks, tunnels, excavations, shafts, holding facilities or any other like activity or commercial activity of any nature be permitted on or in any lot. No derricks or other structures designed for use in exploration for oil, natural gas, salt water or other mineral shall be erected maintained, operated or permitted on or in any lot.

28.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter provisions shall remain in full force and effect.

THUS DONE AND SIGNED BY THE REQUIRED NUMBER OF LOT OWNERS AS EVIDENCED BY THEIR SIGNATURES ON THE PAGES ATTACHED HERETO AND MADE A PART HEREOF IN THE PRESENCE OF THE WITNESSES SUBSCRIBED THERETO AND ON THE DATES SET FORTH.