

1225933

STATE OF LOUISIANA
PARISH OF OUACHITA

FILED & RECORDED
CLERK & RECORDER
OUACHITA PARISH, LA
549
MAY 5 9 40 AM '98
BY *Shirley Smith*
LAWYER 1230 S 45

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CALVERT COUNTRY ESTATES, UNIT 1**

BE IT KNOWN that before me, the undersigned Notary Public in and for Ouachita Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

DREW PARTNERSHIP (TIN 72-1243659), a Louisiana Partnership, organized and existing under the laws of the State of Louisiana whose mailing address is 1137 Ole Highway 15, West Monroe, Louisiana 71291, herein represented by I. H. TIDWELL and JAMES ELMER GARLAND, its duly authorized representatives as per Articles of Partnership of Drew Partnership of record in the Partnership Records of Ouachita Parish, Louisiana.

WHEREAS, Appearer, in order to promote the orderly development of those certain properties known as Calvert Country Estates, Unit Number One (1) and to facilitate the maximum enjoyment of said property by such persons which may become owners of lots or parcels contained therein, and pursuant to a general plan, have imposed upon the said properties certain building standards and restrictions all in accordance with that certain Declaration of Covenants, Conditions and Restrictions dated February 16, 1998 and of record in Conveyance book 1723, DR#1219406 of the Conveyance records of Ouachita Parish, Louisiana.

Whereas, Appearer does now come before these presents, for the purpose of amending and reforming the said Declaration of Covenants, Conditions and Restrictions in order to establish a Home Owner's Association and to provide unto that Home Owner's Association certain rights, duties and obligations and further to maintain the architectural integrity of any construction placed upon any lot within the said subdivision.

In accordance therewith, Appearer, being the owner of 100% of the lots comprising Calvert Country Estates, Unit Number One (1), do now by these presents amend the Declaration of Covenants, Conditions and Restrictions to include the following provisions:

HOME OWNER'S ASSOCIATION

- A. The ownership of each lot in Calvert Country Estates, Unit One (1) shall include as an inseparable part thereof membership in a non-profit corporation known as the Calvert Country Estates Home Owner's Association. Each member of the association shall be entitled to one vote per one lot and in the event one lot is apportioned among one or more persons or entities, the manner of exercise of such vote shall be as agreed upon in writing by such owners and notice of such agreement shall be provided to the association. In no event shall one lot represent more than one vote.

- B. The Association shall be governed by a Board of Directors composed of one (1) to eighteen (18) members elected by the lot owners. Each issue for determination by the Association shall be decided by the Board of Directors or by a committee or designee thereof in accordance with the Articles and By-Laws of the Association. All actions of the Board of Directors shall be governed by a majority vote, but nothing contained herein shall be interpreted as authorizing the Board of Directors to ignore, override or violate the Declaration of Covenants, Conditions and Restrictions previously imposed or any amendment thereto.
- C. The Association shall be authorized, empowered and directed to generally administer Calvert Country Estate Subdivision and to make reasonable rules and regulations governing matters as are authorized herein and to provide copies of such rules and regulations to each owner.

ASSESSMENTS

Assessments against the lot owners may be made by the Association and shall be paid by the lot owners in accordance with the following provisions:

- A. The Association shall establish a budget in advance of each calendar year which said budget may be revised from time to time. Additionally, the Association shall establish and maintain a reserve fund for such contingencies as it may deem necessary. Each owner shall be personally liable for a share of the expenses attributable thereto based upon the number of lots which are then owned. Assessments based on the budget shall be due and payable in payments as established by the Association. The initial assessment for each lot shall be the sum of \$100.00, which shall be due and payable within thirty (30) days upon the closing of the Act of Sale by Appearer to owner.
- B. Additionally the Association may levee such special as are specifically authorized herein or for such other purposes as the Association determines to be reasonably necessary provided however, eighty (80%) of the owners agree to such fairly duly notice to owners meeting.
- C. Any owner who has not paid any assessment and/or special assessments within thirty (30) days of the due date thereof shall be suspended of any voting rights in the Association and the Association may take whatever steps they deem reasonable to pursue correction.

ARCHITECTURAL REVIEW

- A. No construction shall be commenced on any Lot until the plans for same are first presented and approved by the Association, which said plans shall include the site location of any proposed improvements. This covenant also applies to substantial exterior alterations, remodeling or to any additions to a residence previously built and any fencing and/or storage facilities on any lot. If said plans are not approved or rejected within thirty (30) days after same are submitted in writing to the Association, then said plans shall be considered as having been approved.
- B. The Association may, where the building design makes such construction impractical, waive any of the Architectural Control requirements set forth herein, provided the house plan and design is in keeping with the type residences being constructed in the block or square where it is to be placed.

- C. Once approval is given, the Association shall have the right to enjoin any construction not in conformance with previously submitted and approved plans and specifications, and shall have all other remedies at law or equity.
- D. Approval by the Association shall not constitute a basis for any liability on the part of Appearer or any director or officer thereof as regard to failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.
- E. If construction is not substantially commenced within six (6) months of approval, the application must be resubmitted. Once construction is substantially commenced, exterior improvements shall be completed within one (1) year.

THUS DONE AND SIGNED in the presence of me, Notary Public, and the undersigned competent witnesses at West Monroe, Louisiana this 14th day of April, 1998.

WITNESSES:

Nikki C. Linnecello

Lynda L. Clancy

DREW PARTNERSHIP

BY:

I. H. Tidwell
I. H. TIDWELL

BY:

James Elmer Garland
JAMES ELMER GARLAND

[Signature]
NOTARY PUBLIC