

STATE OF LOUISIANA  
PARISH OF OUACHITA

1219406

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

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, Appearers are the duly authorized agents and representatives for the owner of a certain tract or parcel of land situated in Ouachita Parish, Louisiana, and being more particularly described as follow, to-wit:

Calvert Country Estates, Unit Number One (1), a planned residential Development situated in Sections 17 and 18, Township 18 North, Range 2 East, Ouachita Parish, Louisiana, as per plat of record in Plat Book 19, page 99, records of Ouachita Parish, Louisiana.

WHEREAS, the Appearers desire to establish certain restrictive covenants which shall run with the land and be binding upon all owners and their heirs or assigns affecting the above-described properties.

NOW, THEREFORE, Appearers do by this Act adopt the following restrictive covenants, to-wit:

Section 1 - Land Use and Building Type

No lot shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling. No structure of a temporary character such as a trailer, mobile home, basement, tent, shack or garage shall be used on any lot at any time as a residence, either temporarily or permanently. All exterior out buildings such as storage buildings shall be permanent in type and in keeping with the type and architecture of the premises. All residences constructed on said property shall be new construction. Each residence shall contain at least one thousand eight hundred square feet of enclosed living area, exclusive of garage, carport, open porches or unheated area and shall contain a minimum roof pitch of 6/12. All garages and carport areas shall provide space for at least two (2) automobiles. All driveways shall be concrete or asphalt and shall contain concrete, brick or stone head walls at the end of any culvert. All carports facing a street shall have a garage door.

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CLERK & RECORDER  
OUACHITA PARISH, LA.

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*Carlyle H. Hines*  
12/17/05

### Section 2 - Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

### Section 3 - Signs

No sign of any kind shall be displayed to the public view on any lot except one political sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sale period.

### Section 4 - Oil and Mining Operation

No oil or gas drilling, derricks, development operations or refining, quarry or mining operations of any kind shall be permitted or maintained by the owner to whom the lot is sold herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot by such owner other than wells, lines, meters, facilities, etc. that are existing on property at time of original purchase. Land in the subdivision may be pooled with other land to form a drilling unit, provided no actual drilling or development operations take place upon the subdivision property.

### Section 5 - Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish. The open burning of garbage or foliage, including leaves, branches, etc. is prohibited. All garbage and refuse shall be maintained in a neat and orderly manner until such time as properly disposed of. No junk of any kind, trash, garbage or other waste shall remain on the premises except that daily household garbage, trash and waste which may be kept in closed sanitation containers until removed from the premises. No junk or inoperable vehicle shall be allowed on any lot at any time for any purpose. All vehicles shall be required to be parked and/or located within garage facilities. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean, neat and sanitary condition.

### Section 6 - Occupancy Before Completion

No dwelling shall be occupied until all exterior and interior work on the same has been completed.

### Section 7 - Completion of Construction

Construction of a home on a lot, once started, must be diligently pursued and completed within a reasonable time.



#### Section 8 - Terms

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, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however, that they restrictions may be amended at any time provided eighty (80%) percent of the total property owners concur therein.

#### Section 9 - Building Sites

No parcel or tract once severed from the above described property shall be re-subdivided into a smaller parcel, it being the intention of these covenants to prohibit the further division of any lot or parcel into a smaller parcel.

#### Section 10 - Transport Vehicles

Trucks with tonnage in excess of one ton shall not be permitted to park on the streets, driveways or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

#### Section 11 - Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No pet or pets shall be allowed to become a nuisance to adjacent property owners.

#### Section 12 - Horticulture

No lots, or any part thereof, in the subdivision shall be used for the purpose of the cultivation of a vegetable garden larger than 600 square feet.

#### Section 13 - Firearms

No guns of any type shall be shot within the subdivision.

#### Section 14 - Drainage

Any alteration of existing drainage patterns, including canals, ditches, creeks, swales, etc., must be submitted to the Parish Engineer for his written approval prior to any alterations, obstruction or reduction in size of existing water ways will not be allowed.

Section 15 - Electrical Service

All electrical power services shall be placed underground from the property line to the building.

Section 16 - Satellite Restriction

No satellite for the purpose of T.V., radio or other reception shall be placed upon any lot unless and provided that said satellite or other device is located in the portion of the lot behind the residence and shall be situated in such a position as to conceal such from visibility as much as possible.

Section 17

Any Boat, trailer, camper or any similar type object shall be kept and maintained in a permanent building keeping in type and style of the architecture of the premises.

Section 18

All fences and or screening material or structures of any kind, natural or otherwise, shall not impede the line of sight of the golf course area as to any lot.

Section 19 - Enforcement

Should any of these restrictions be violated, or should any attempt be made to violate the covenants and restrictions contained herein, any and all personal owning property in the Subdivision in which the hereinabove described property is located are hereby granted the right and privilege to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the said covenants or restriction. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

THUS DONE AND SIGNED in the presence of me, Notary Public, and the undersigned competent witnesses at West Monroe, Louisiana this 16<sup>th</sup> day of February, 1998.

WITNESSES:

Nikki C. Jinnerello

Linda D. Charry

DREW PARTNERSHIP

BY:

I. H. TIDWELL

BY:

JAMES ELMER GARLAND

Notary Public  
NOTARY PUBLIC