

STATE OF LOUISIANA

PARISH OF OUACHITA

**FOURTH 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:

CALVERT ESTATES HOME OWNERS ASSOCIATION, a Non-Profit Corporation, organized and existing under the laws of the State of Louisiana whose mailing address is 515 Hodge Watson Road, Calhoun, Louisiana 71225, herein represented by Jerry Neal, its President;

WHEREAS, Appearer, in order to promote the orderly development of those certain properties known as Calvert Country Estates, Unit Number One (1) and Unit No. Two (2) and to facilitate the maximum enjoyment of said property by such persons which may be or 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 and as amended in that certain First Amendment to Declaration and Covenants, Conditions and Restrictions of Calvert Country Estates, Unit 1, dated April 14, 1998 and of record in Conveyance Book 1730, DR#1225933 of the Conveyance records of Ouachita Parish, Louisiana; and as further amended in that certain Second Amendment to Declaration and Covenants, Conditions and Restrictions of Calvert Country Estates, Unit 1, dated the 1st day of December, 1998 and of record in Conveyance Book 1749, DR#1243724, of the Conveyance records of Ouachita Parish, Louisiana; and as further amended in that certain Third Amendment to Declaration and Covenants, Conditions and Restrictions of Calvert Country Estates, Unit 1, dated the 13th day of January, 1999 and of record in Conveyance Book 1756, page 131, of the

Whereas, Appearer does further acknowledge and declare that a poll of the lot owners of the entire subdivision was taken for the purpose of securing approval of this Fourth Amendment with the results attached hereto as Exhibit "A". Whereas, in accordance with the poll, lot owners, representing in excess of 90%, voted to approve this Fourth Amendment. In order to reflect the desire of the lot owners, Appearer now comes before these presents for the purpose of further amending and reforming the said Declaration of Covenants, Conditions and Restrictions as follows:

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 outbuildings, including, but not limited to, a guest house, storage building, servant quarters, or private greenhouse, shall be erected on any lot unless the plans for same are presented to and approved by the Association pursuant to its power of Architectural Review as provided for herein. No building shall be constructed in a manner that obstructs the primary view of any other property owner to the golf course or lake ("Primary View" is defined as field of view 45 degrees to each side from a house or anticipated house location). All residences constructed on said property shall be new construction. Each residence in Unit 1 shall contain at least two thousand one hundred (2,100) 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. Each residence in Unit 2 shall contain at least two thousand seven hundred (2,700) square feet of enclosed living area, exclusive of garage, carport, open porches or unheated area and shall contain a minimum roof pitch of 8/12, with the exterior wall of the residence to be constructed with a minimum of 70% masonry material. All garages and carport areas shall provide space for at least two (2)

stone head walls at the end of any culvert. All carports facing a street shall have a garage door. All mailboxes are to be approved by the Calvert Estates Home Owner's Association in accordance with the provision as set forth in the First Amendment. Erosion control measures shall be installed prior to construction, so as to prevent damage to adjacent property. Said measures shall be maintained until such time as a stand of grass or other permanent means of erosion prevention are in place. Provided however lot numbers 26, 27, 41, 42 and 43 shall be excluded entirely from any and all covenants, conditions and restrictions for the purpose of providing a building site for a Country Club together with any related facilities.

An owner of a vacant lot shall keep the same mowed and maintained. Should an owner fail to mow and/or maintain his lot, the Association shall have the right, but not the obligation, to mow and/or maintain the lot after five (5) days written notice to the owner by first class mail. The Association may assess the owner the charges incurred by the Association in any such mowing and/or maintenance. Should the owner fail to pay such charges within thirty (30) days after demand therefore sent by certified mail, the Association is authorized and empowered to

record in the mortgage records of Ouachita Parish a Notice of Lien in the amount of the unpaid charges. The Notice of Lien recorded as set forth herein shall preserve a lien and privilege in favor of the Association against the lot for a period of one (1) year from the date of recordation. In the event suit is filed, the lien and privilege shall continue in full force and effect. In addition to the amount of the delinquent charge, the owner of the lot against which the lien is filed shall be responsible for interest at the rate of twelve percent (12%) per annum from the date of recordation and for reasonable attorney fees and all court costs incurred by the Association in connection with the enforcement of the lien.

Section 23 - Architectural Review

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.

No fence shall be erected on any lot unless the proposed design and appearance thereof, and the composition of its material, shall have first been presented to and approved by the Association. No proposed fence shall be approved unless it is made of weather-resistant material (wrought-iron, vinyl, etc.) and four feet in height or less. Fences shall be properly maintained in appearance and function at all times. No fence shall be constructed any nearer to the street than the front corner of the dwelling. No fence shall be erected on any lot that would obstruct the primary view of any property owner of the golf course or of the lake. ("Primary View" is defined as field of view 45 degrees to each side from a house or anticipated house location).

THUS DONE AND SIGNED in the presence of me, Notary Public, and the undersigned competent witnesses at Ouachita Parish, Louisiana this 25th day of November, 2009.

WITNESSES:

CALVERT ESTATES HOME OWNERS
ASSOCIATION, L.L.C.

Nikki C. Sinnerello
Printed Name: Nikki C. Sinnerello

BY: Jerry M. Neal
Name: Jerry Neal
Title: President

Sandra A. Harp
Printed Name: Sandra A. Harp

K. Tod Cagle
NOTARY PUBLIC
K. Tod Cagle #03763
Notary Name and Number