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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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FILED & RECORDED
CLERK & RECORDER
OUACHITA PARISH, LA

BY *[Signature]*
2003 FEB - 1 P 1:51
1884-220

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 appeared:

DREW PARTNERSHIP (TIN 72-1243659), a Louisiana Partnership, 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 J E G, INC., a Louisiana corporation, represented by James Elmer Garland, its President as per Resolution filed for record in Ouachita Parish, Louisiana, and LTP, INC., a Louisiana corporation, represented by L. Todd Perry, its President as per Resolution filed for record in Ouachita Parish, Louisiana, its duly authorized representatives, as per Second Restated 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 Three (3), Phase One (1), a planned residential Development situated in Section 18, Township 18 North, Range 2 East, Ouachita Parish, Louisiana, as per plat of record in Plat Book 20, page 160, 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 property. Developer reserves the right to modify these restrictions as he may deem necessary.

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

Section 1 - Purpose of Restrictions

The purpose hereof is the creation of a residential community having a uniform plan of development for preservation of property values and amenities in that community. The real property described herein is hereby subjected to the covenants, restrictions, conditions,

Acknowledgment and
SEE Ratification
FILED AS DR # 1365824
IN CONVEYANCE BOOK 1884-220
THIS Feb. 27 2003
Mpls. M. Boman DY. CLERK

reservations, liens and charges herein set out to insure the best use and most appropriate development and improvements of each building site thereof, to protect the owners of building sites against such improper use of surrounding building sites as well as depreciate the value of their property, to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain property setbacks from street; and, in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchasers of building sites thereon.

Section 2 - 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 Five Hundred Square Feet (1,500) of enclosed living area, exclusive of garage, carport, open porches or unheated area. All garages and carport areas shall provide space for at least two (2) automobiles. All carports facing a street, all golf course lots and corner lots shall have a retractable garage door. All mailboxes are to be approved by the Calvert Estates Home Owner's Association, which said association shall consist of any and all lot owners within Calvert Country Estates, in accordance with the provisions as set forth in Paragraph 19 below. All driveways shall be concrete. A driveway permit must be obtained from the Ouachita Parish Highway Department before drive is installed.

The Calvert Country Estates Unit III Design Review Committee shall be established and appointed by the Developer. The Committee shall be authorized to review homes to be constructed within the Subdivision and to review all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein and the design guidelines. In the event of any dispute or controversy regarding the interpretation of these restrictions and covenants or the design guidelines, the decision of the Committee shall be final.

The design guidelines established by the Committee may include without limitation, appropriate and reasonable standards for exterior finishes and materials such that materials and finishes are desirable and may exclude any such exterior finishes or materials which is deems undesirable or which, in its discretion, detracts from the value of the home or the surrounding homes or the general appearance or value of adjacent structures or the neighborhood. The Committee will encourage the development of a Subdivision of outstanding architectural statements, and the repetition of home designs will be limited. The Committee will encourage homeowners to select plans which have not been previously selected and reviewed by the Design Review Committee.

No residence, building, fence, wall or other structure shall be erected, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, the grading plan of the lot, plans for landscaping

of the lot on which the improvements are to be erected, and such other matters as the Committee may require shall have been submitted to and approved in writing by a majority vote of the Committee and a copy thereof as finally approved lodged permanently with the Committee.

Details, including the location, design and proportions of architectural elements, such as dormers, columns, shutters, eaves, and quoins, must be submitted to the Committee along with home plans and all specifications. These details and specifications are subject to the approval of the Committee. Calvert Country Estates overall theme will be of a traditional neighborhood; therefore, each house will have a traditional or historical appearance. Elevations with limited traditional elements will not be acceptable. Traditional elements that will be honored include, but are not limited to, correct proportions, tall ceilings (9' minimum) overall verticality, raised porches, working shutters, limited synthetic materials and historical precedents.

Two (2) sets of plans, including plot plan, landscape plans and completed application must be submitted for Committee approval. One (1) set will be signed and returned to the owner. The other will be retained by the Committee. One sample of Roof material and brick, as well as, exterior color samples must be submitted to the committee. The submittal of two (2) sets of preliminary plans with front elevations and plat plan is strongly encouraged in order to expedite final approval and prevent redrawing of plans by home designers and architects, as well as, limit repetition of architectural styles within the community. Any changes to plans or specifications after approval is given must be submitted to the Committee for approval prior to their implementations.

Damage Deposit in the amount of \$1,000.00 must be received from the general contractor prior to starting construction. IF A BUILDER/OWNER COMMENCES CONSTRUCTION PRIOR TO SUBMITTAL AND/OR PRIOR TO APPROVAL OF SUBMITTED PLANS AND SPECIFICATIONS, HE/SHE AUTOMATICALLY FORFEITS HIS/HER ONE THOUSAND AND 00/100 (\$1,000.00) DOLLAR DAMAGE DEPOSIT. Damage Deposit will be returned upon completion of the home and all design guidelines for building and landscape have been met providing no damages have been committed by builder or homeowner to any other properties.

All builders/contractors shall be required to provide and install silt fencing surrounding the construction site, prior to the commencement of any work.

All builders/contractors shall further be responsible to assure that no cement trucks in the subdivision shall exceed a seven (7) yard load capacity and that any necessary "washout" of the cement truck shall be done only in the designated area for such.

Failure to comply to either of the above will result in forfeiture of the construction deposit.

After plan approval and before commencing construction, a pre-construction conference shall be held. Attending the meeting will be the homeowner, the general contractor and a representative of the design committee. The purpose of the meeting is to answer any questions about the restrictions, design, guidelines, damage deposits or any other pertinent matters. At this meeting, written approval will be given to commence construction and the homeowner is required to join the Calvert Country Estates Home Owner's Association.

In the event the Committee fails to approve or disapprove within forty-five (45) days after any matter, including plans and specifications, has been submitted to it, approval shall not be

required by the Committee; however, all other provisions of these restrictions shall continue to apply.

In order to assure that location of the houses will be harmonious, that the maximum view will be available to each house, that the structures will be located with regard to the topography of each individual lot, taking into consideration that location of other houses, existing trees, common facilities, and similar consideration, the Committee reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all residential building sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, in addition to the above and foregoing, the developer reserves the right to approve the removal of any trees on the rear fifty (50') feet of any lot adjoining the golf course.

The front, rear, and side minimum building setback lines shall be as follows: 10 feet setback line along street lines, 5 feet setback along side lot lines, 5 feet setback along alley side.

All Fence details must be submitted to the Committee for approval prior to construction including details of decorative fences and non-perimeter fences. Gates are considered as part of fences and must be submitted for approval.

Each lot owner is required to install and maintain a pole mounted yard light (furnished by developer) and a wall mounted light on the rear of the garage/carport (furnished by lot owner). The wall mounted light should be placed on the rear of the garage/carport facing the alley. No commercial style lights acceptable. Corner lot owners will also be required to install pole mounted yard light/lights (furnished by developer) along side of lot facing street. The placement of all pole mounted yard lights will be furnished by review committee. All lights must be equipped with a photocell control system.

To reinforce the overall community theme, it is important that landscaping for each lot complements the mood established in the Subdivision. The entire front elevation of the home must be landscaped within thirty (30) days upon completion of the home by the homeowner. Within one (1) year thereafter, the remainder of the landscape planting must be completed. All landscape architects and contractors shall follow Louisiana Nursery Specifications and Standards.

Complete sodding of the front yard, and side yards of corner lots, from the front elevation of the home to the curb of the street, shall be required within thirty (30) days of substantial completion of the residence. Certified centipede is suggested; however, the Committee will approve Bermuda, St. Augustine, or Zoysia. Except for corner lots, side and rear yards may be sprigged or seeded.

All air-conditioning compressors, utility boxes, gas/electrical meters and pool equipment must be visually screened from the street, and sideyard view by appropriate fencing, screening or landscaping. Details shall be submitted with the landscaping plan to the Committee for approval. If landscaping is used to screen air-conditioning compressors, utility boxes, gas meters, water meters and/or swimming pool equipment, plant materials must be at least as high as units being screened, three (3') foot minimum. Evergreen plants shall be used for screening purposes and must be of a type that does not "die back" or meltdown" in freezing temperatures. All air-conditioning units and pool equipment must be screened from the street, sideyard and golf course prior to home occupancy.

Gazebos should relate architecturally to the design of the home in both form and material. Details and location of gazebos must be submitted for approval with the landscape plan and must be approved by the Committee.

The Committee has pre-selected a style of mailbox and requires the property owners to select this style for their residences. Mailboxes shall be placed near the sidewalk or driveway.

The design and location of pools, spas, and hot tubs shall be subject to the approval of the Committee and shall be harmonious with the architecture and landscape design. Pool fences shall conform to insurance requirements and the requirements for fencing in these restrictions.

Radio and television antennas, and flagpoles, shall be prohibited in Calvert Country Estates except for temporary flagpoles. Small satellite dishes may be installed, only if hidden from view from front and side streets.

Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rugs, or other items be hung from any railing, fence, hedge or wall.

Outside music, sound-producing devices and any other mechanical devices shall be subject to the approval of the Committee. Outside music shall not be played so loudly that it is considered a nuisance by neighbors. The Committee shall have the sole discretion as to what may or may not be considered a nuisance.

Within all parcels, the maximum height of the home and accessory buildings shall be thirty-eight (38') feet measured from the finished grade of the lot to the highest peak of the roof.

No foil, sheets, reflective materials, paper or bright colors shall be used on any windows for drapes, sun screens, blinds, shades, or other purpose. Interior window covering shall be lined in a neutral color so as to not detract from the exterior of the home. The Committee suggests the use of inexpensive shades as temporary window coverings until permanent window coverings are installed.

Window mounted air-conditioning or heating units may be used in a non-living area spaces ONLY, such as garages. They must be installed, however, in such a way that they are not visible from the street or golf course.

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. Garbage trucks will not be allowed in alleys. Trash containers must be placed at the intersection of alley and street on the day of collection. No container is to be left at collection point.

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.

There shall be no raising of livestock such as cows, horses, goats, pigs, sheep and/or rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. The determination of a situation as a nuisance is at the sole discretion of the Committee and this determination shall be final.

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 200 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. Electrical service must enter house on side of house closest to power source.

Section 16 - Motor Homes, Trailers, Water Born Vehicles

The keeping of a mobile home or trailer, either with or without wheels on any parcel of property covered by these covenants is prohibited. A motorboat, houseboat, or other similar water born vehicle or recreational vehicle (motor home) may be maintained, stored or kept on any parcel of property covered by these covenants ONLY if housed completely within a structure which has been approved by the Committee or only if completely screened from view of golf course and/or street by landscaping or fencing which has been approved by the Committee.

Section 17

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 18 - 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 persons 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.

Section 19 - Home Owner's Association

The ownership of each lot in Calvert Country Estates, Unit Three (3) 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. Provided however, until 95 percent of all lots in all units are developed, the Developer maintains 51 percent of the voting rights of the Home Owner's Association.

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.

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.

Section 20 - 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 assessments 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 at a duly convened meeting of the owners.

- 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 record a lien against the properties, provided however that such liens shall be subordinate and inferior to any mortgage against the properties.

Section 21 - Maintenance

Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence and driveway in a clean and orderly fashion at all times, and the owners shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary.

Lot owners shall be responsible for keeping lots mowed at all times and free from rubbish, trash, debris and noxious weeds. If weeds or grass are allowed to grow in excess of 8" or if rubbish or trash, etc. is allowed to remain on any lot in such amounts as shall be considered unsightly, the Committee shall notify the lot owner of the condition. If after ten (10) days, no action is taken, the Committee may cause such work to be performed and may demand and sue for reimbursement of such costs, as well as, reasonable attorneys fees incurred in the collection thereof.

Each owner of a home shall keep the exterior of said home reasonable maintained, including garages, carports or other approved outbuildings. This shall include the painting or replacement of gutters, roofs, down spouts and exterior buildings surfaces and any other necessary maintenance.

The Association will be responsible for the maintenance of the planted area within the boulevard.

Section 22 - Alley Ownership and Maintenance

Each and every lot owner shall automatically become a member of the Calvert Country Estates Home Owners Association (a non-profit association). The Association will own and be responsible for the upkeep of the alleys by means of dues collected from the members.

Section 23 - Construction Restrictions

Once approval is given, the Design Review Committee 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.

Approval by the Association or Committee 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.

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, with all construction completed within eighteen (18) months.

THUS DONE AND SIGNED in the presence of me, Notary Public, and the undersigned competent witnesses at West Monroe, Louisiana this 6th day of February, 2003.

WITNESSES:

DREW PARTNERSHIP:

Nikki C. Sinnerello

J E G, INC.

BY: James Elmer Garland
JAMES ELMER GARLAND, President

LTP, INC.

Carla R. Kattaway

BY: L. Todd Perry
L. TODD PERRY, President

Brad Clark

NOTARY PUBLIC