

STATE OF LOUISIANA

PARISH OF OUACHITA

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

FILED & REGISTERED  
CLERK & EXCHANGER  
OUACHITA PARISH, LA  
JUN 19 4 34 PM '11  
BY *[Signature]*  
CMBK 1830 PM '11

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 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 Two (2), 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 63, 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 Two Thousand Seven Hundred Square Feet (2,700) of enclosed living area, exclusive of garage, carport, open porches or unheated area and shall contain a minimum roof pitch of 8/12. All garages and carport areas shall provide space for at least two (2) automobiles. All carports facing a street shall have a garage door. Seventy percent (70%) of the total exterior wall area must be brick veneer. All mailboxes are to be approved by the Calvert Country Estates Home Owner's Association in accordance with the provisions as set forth in Paragraph 20 below. All driveways shall be concrete or asphalt. A driveway permit must be obtained from the Ouachita Parish Highway Department before drive is installed.

#### 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. Sewage

All lots in Unit 2, except 18, 38 and 39 must install the following sewage disposal system:

500 gallon pretreat tank together with a Cajun Aire Mechanical Treatment Plant with a minimum of 75 feet of "Infiltrator field line EQ-36" with discharge facilities into a lake or stream, which said discharge line to exit in center of lot.

Lots 18, 38 and 39 must install the following system:

500 gallon pretreat tank, Cajun Aire Mechanical Treatment Plant Sprinkler System

All treatment plants must be inspected annually.

The sewer collection line at the rear of Lots 6 through 13 will be maintained by the Homeowners Association.

Section 16 - 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 17 - 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 18

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 19

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.

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.

Section 21 - Home Owner's Association

The ownership of each lot in Calvert Country Estates, Unit Two (2) 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.

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

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.

The ownership of the private lake within the subdivision limits shall be in the name of a corporation whose stockholders shall be the developers of Calvert Crossing Golf Club, LLC. Control, operation, maintenance and use of the lake shall be determined by the lake corporation, in its sole and absolute discretion and shall be subject to the following restrictive covenants:

- (1) Only electric trolling motors shall be permitted on the lake. No boat exceeding fourteen (14) feet in length shall be permitted on the lake, nor shall any gasoline boats or jet skies be allowed.
- (2) No boat, raft or water vehicle shall be allowed to make any waves or wake. No skiing or surf boarding shall be permitted on the lake.
- (3) The use of trot lines, yo-yo's or fishing nets of any kind shall not be permitted in the lake.
- (4) No pier or dock shall be allowed to extend into the lake farther than twenty (20) feet from the bank, nor more than eighteen (18) feet along the water's edge parallel to the bank. Boathouses or any other elevated structures shall be subject to prior approval by the Architectural Control Committee. Only creosote lumber, concrete, wolmanized treated or penta-treated lumber shall be used in the construction of piers, retaining walls or docks.
- (5) No pumping water from the lake for personal use shall be permitted.
- (6) Perpetual maintenance of the dam, spillway, drainage inlets and drainage outlets shall be responsibility of the lake corporation which shall have authority to assess annual or monthly fees deemed adequate to provide such maintenance.
- (7) No all-terrain, recreational type vehicles or any vehicles of any kind shall be allowed on the dam or banks of the lake.
- (8) The lake corporation reserves the right to modify and amend the lake restrictions at any time in their sole and absolute discretion.

**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 any property in the subdivision in which the hereinabove described property is located are hereby granted the right and privileged to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the said covenants or restrictions. Invalidating 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.

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.

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.

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 14<sup>th</sup> day of June, 2001.

WITNESSES:

DREW PARTNERSHIP:

J E G, INC.

Mikki C. Linnarello

BY: [Signature]  
JAMES ELMER GARLAND, President

LTP, INC.

Anna C. Spatzforn

BY: [Signature]  
L. TODD PERRY, President

[Signature]  
NOTARY PUBLIC