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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**SIXTH AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS**

FOR

THE PRESERVE AT HARVESTON

THIS SIXTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE PRESERVE AT HARVESTON (“Sixth Amendment”) is made this 16th day of May, 2019, by Longwood Development I Corporation, a Louisiana corporation, herein represented by its duly authorized Secretary, John H. Fetzer, III, which corporation is hereinafter referred to as “**Developer**”.

WHEREAS, the Declaration of Protective Covenants and Restrictions for The Preserve at Harveston dated May 29, 2013 was recorded with the East Baton Rouge Parish Clerk of Court and Recorder of Mortgages at Original 077, Bundle 12502 said records on May 30, 2013, as amended by the First Amendment to the Declaration of Protective Covenants and Restrictions for The Preserve at Harveston dated June 12, 2014 and recorded with the East Baton Rouge Parish Clerk of Court and Recorder of Mortgages at Original 099, Bundle 12586 said records on June 19, 2014, as further amended by the Second Amendment to the Declaration of Protective Covenants and Restrictions for The Preserve at Harveston dated November 17, 2014 and recorded with the East Baton Rouge Parish Clerk of Court and Recorder of Mortgages at Original 912, Bundle 12618 on November 18, 2014, as further amended by the Third Amendment to the Declaration of Protective Covenants and Restrictions for The Preserve at Harveston dated April 29, 2015 and recorded with the East Baton Rouge Parish Clerk of Court and Recorder of Mortgages at Original 257, Bundle 12650 on April 29, 2015, as further amended by the Fourth Amendment to the Declaration of Protective Covenants and Restrictions for The Preserve at Harveston dated March 4, 2016 recorded with the East Baton Rouge Parish Clerk of Court and Recorder of Mortgages at Original 959, Bundle 12716 on March 8, 2016, as further amended by the Fifth Amendment to the Declaration of Protective Covenants and Restrictions for The Preserve at Harveston dated October 16, 2017 recorded with the East Baton Rouge Parish Clerk of Court and Recorder of Mortgages at Original 628, Bundle 12846 on October 16, 2017 (hereinafter collectively referred to as “**Declaration**”);

WHEREAS, Developer wishes to subject certain Additional Property to the provisions contained in the Declaration by amendment pursuant to Article VII, paragraph 10 of the Declaration;

WHEREAS, Developer is currently the Class B Member of The Preserve at Harveston Homeowners Association, Inc.;

WHEREAS, the Declaration may be amended at any time and from time to time by Developer in order to execute the Developer’s uniform plan for the improvement, development, sale, use, maintenance and enjoyment of the Property;

WHEREAS, Developer appears herein to consent to the amendment of the Declaration and to the subjection of the Additional Property described herein owned by Developer to the provisions of the Declaration;

Therefore, Developer does hereby amend, supplement and restate the Declaration in the following particulars, to wit:

1.

The Preamble of the Declaration is hereby amended, revised and supplemented to add the following Additional Property to the definition of the Property:

PARCEL SEVEN (VII) (The Preserve at Harveston, Part 3B):

Thirty Four (34) lots or parcels of property situated in Section 51, T-8-S, R-1-E, East Baton Rouge Parish, Louisiana, as shown on the “Final Plat of The Preserve at Harveston Phase 1, Part 3B , Lots 292 – 325 & Tract P-6, Being a portion of Tract Y-5-A of the Burtville Plantation & Longwood Plantation located in Section 51, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Longwood Development I Corporation” (“Final Plat”) prepared by CSRS, Inc., dated April 30, 2019, being Lots Two Hundred Ninety-Two (292) through Three Hundred Twenty Five (325), both inclusive, each of the lots or parcels of property having those dimensions as shown on the Final Plat. The Final Plat was filed of record in the official records of the Clerk and Recorder of Mortgages for the Parish of East Baton Rouge, State of Louisiana on May 13, 2019 as Original 193, Bundle 12957.

PARCEL EIGHT (VIII):

Tract P-6 as shown on the Final Plat of The Preserve at Harveston Phase 1, Part 3B referred to above.

2.

The Preamble of the Declaration is hereby amended, revised and supplemented to add the following paragraph so that the Preamble henceforth includes the following provision:

“**WHEREAS**, the Additional Property described herein shall be henceforth referred to as The Preserve at Harveston Phase 1 Part 3B and shall be and is hereby subjected to the covenants, restrictions, servitudes, easements, assessments and liens set forth in the Declaration and/or as hereinafter set forth and the Additional Property shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the Declaration as amended and supplemented from time to time and to the provisions hereof;”

3.

The provisions of Article I, Paragraph 3 are amended, revised and restated so that the same shall henceforth read as follows:

“1. “**Alley**” shall mean and refer to a concrete lane for motor vehicular use, bicycle use or pedestrian mobility located at the rear of Lots in portions of The Preserve at Harveston. The Alleys are within private servitudes of access as shown on the Final Plats of the Part(s) of The Preserve at Harveston. The private servitudes of access are created in favor of the Owners of Alley-Loaded Lots for vehicular and pedestrian ingress and egress to and from the Alley-Loaded Lots including the Townhouse Sites. Other functions of an Alley include access to the Alley Loaded Lots for trash removal and utility maintenance service together with ingress and egress by emergency response vehicles to Structures located on Alley-Loaded Lots. Pavement is generally fourteen (14’) feet wide with two-way “yield street” traffic flow at fifteen (15) miles per hour.”

4.

The provisions of Article I, Paragraph 9 are amended, revised and restated so that the same shall henceforth read as follows:

“9. “**Common Area**” and/or “**Common Property**” shall mean all immovable and movable property currently owned by the Developer, including Tracts C-1, G-1, G-4, P-1, P-2, P-

3, P-3-A, P-4, P-4-A, P-5, P-6, GS-1, GS-2, GS-3, GS-4, GS-5, GS-6, GS-7, GS-B, PS1 and the Private Servitudes of Access shown on the Final Plat as Alley Tracts A, B, C, D, E, F, G, H, I, J, K, L, M and N including the concrete alleys and drainage improvements thereon, as shown and designated on the Final Plat including, but not limited to masonry walls, columns, landscaping, lighting, irrigation system and meters, private utility lines and meters, club with fitness center, swimming pool, cooking pavilion, pedestrian bridge, walks, trails, guest parking spaces and concrete drives and the ponds and the banks of the ponds (collectively, the “Ponds”) situated on Tracts P-1, P-2, P-3, P-4, P-4-A, P-5 and P-6, together with any and all other improvements existing, constructed or to be constructed and/or located thereon. Common Property shall also include those tracts or parcels of land described in any amendment to this Declaration which subjects Additional Properties to the provisions of this Declaration. The designation of any land and/or improvements as Common Property shall not infer or imply that the public at large acquires any rights of use or enjoyment therein, which rights are expressly denied. Further, the Common Areas shall be owned by the Developer until such Common Area is transferred or dedicated to the Association. Until such dedication, Developer reserves the right to remove any area from “Common Area”, modify boundaries, or transfer the Common Areas free of any obligation that the area be maintained for common use. For example, but not by limitation, Common Areas can be redesignated to be part of a Lot. Nothing herein shall obligate the Developer to construct or dedicate any such improvement or Common Area.”

5.

The provisions of Article I, Paragraph 13 are amended, revised and supplemented to add the following:

“The Corner Lots in The Preserve at Harveston Part 3B are Lots 292, 309, 310 and 325.”

6.

The provisions of Article I, Paragraph 18 are amended, revised and supplemented to add the following:

“The Front Loaded Lots in The Preserve at Harveston Part 3B are Lots 292 through 325 inclusive.”

7.

The provisions of Article I, Paragraph 26 are amended, revised and restated so that the same shall henceforth read as follows:

“26. “Plat” or “Final Plat” shall collectively mean and refer to the (i) Final Plat of The Preserve at Harveston, Part 1 (Formerly Longwood Village), and being a Subdivision of Tracts Y-3 & Y-4 of the Burtville Plantation & Longwood Plantation located in Section 51, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana prepared by CSRS, Inc., dated February 6, 2013 and recorded in the office of the Clerk of Court of East Baton Rouge Parish, Louisiana on March 1, 2013 as Original 760, Bundle 12479, revised on June 26, 2013 and recorded as Original 816, Bundle 12520, revised further on March 24, 2015 and recorded as Original 882, Bundle 12645 of said records and revised further on October 23, 2015 and recorded as Original 571, Bundle 12693; and (ii) Final Plat of The Preserve at Harveston, Part 2 (Formerly Longwood Village), and being a Subdivision of Tract Y-4-A of the Burtville Plantation & Longwood Plantation located in Section 51, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana made by CSRS, Inc., dated March 24, 2015, and recorded in the office of the Clerk of Court of East Baton Rouge Parish, Louisiana as Original 883, Bundle 12645, revised on October 13, 2015 and recorded as Original 698, Bundle 12690; and (iii) Final Plat of The Preserve at Harveston, Phase 1, Part 3A (Formerly Longwood Village), and being a Subdivision of Tract Y-5-A of the Burtville Plantation & Longwood Plantation located in Section 51, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana made by CSRS, Inc. dated September 28, 2017, and recorded in the office of the Clerk of Court of East Baton Rouge Parish, Louisiana as Original 598, Bundle 12845; and (iv) Final Plat of The Preserve at Harveston Phase 1, Part 3B , Lots 292 – 325 & Tract P-6, Being a portion of Tract Y-5-A of the Burtville Plantation

& Longwood Plantation located in Section 51, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana for Longwood Development I Corporation” (“Final Plat”) prepared by CSRS, Inc., dated April 30 2019, being Lots Two Hundred Ninety-Two (292) through Three Hundred Twenty Five (325), both inclusive, each of the lots or parcels of property having those dimensions as shown on the Final Plat. The Final Plat was filed of record in the official records of the Clerk and Recorder of Mortgages for the Parish of East Baton Rouge, State of Louisiana on May 13, 2019 as Original 193, Bundle 12957; (v) together with any amendments and/or revisions of any of the Final Plats referred to herein or the Final Plat of any Additional Property that may be subjected to this Declaration.

8.

The provisions of Article I, Paragraph 27 are amended, revised and restated so that the same shall henceforth read as follows:

“27. **“Pond(s)”** shall mean and refer to the ponds presently located on Tracts P-1, P-2, P-3, P-4, P-4-A, P-5 and P-6 and any additional ponds that are existing or subsequently created on any Additional Property subjected to the Declaration.”

9.

The provisions of Article I, Paragraph 28 are amended, revised and restated so that the same shall henceforth read as follows:

“28. **“Pond Tract(s)”** shall mean Tracts P-1, P-2, P-3, P-4, P-4-A, P-5 and P-6 (or other tracts situated on Additional Property) as shown on the Final Plat(s) which contain Pond(s) and which have been classified as Common Property.

10.

The provisions of Article I, Paragraph 29 are amended, revised and supplemented to add the following:

“29. The Pond Sites in The Preserve at Harveston Part 3B are Lots 300, 301 through 307 inclusive and 312 through 318 inclusive.”

11.

The provisions of Article I, Paragraph 31 are amended, revised and restated so that the same shall henceforth read as follows:

“31. **“Property”** shall mean and refer to Parcel One (I) and Parcel Two (II) as described in the Declaration, Parcel Three (III) and Parcel Four (IV) described in the Third Amendment to the Declaration and Parcel Five (V) and Parcel Six (VI) described in the Fifth Amendment to the Declaration and Parcel Seven (VII) and Parcel Eight (VIII) set forth herein, together with such additional property as may by subsequent amendment be added to and subjected to this Declaration (**“Additional Property”**). Additional Property specifically includes but is not limited to a portion of Tract Z, Longwood Plantation, located in Section 51, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana.”

12.

The provisions of Article IV, Paragraph 4 (c) are amended, revised and restated so that the same shall henceforth read as follows:

“4. **Private Servitude for Trail.**

(c) The Trail(s) are intended to be used by the Owners of Lots and Owner’s family and guests (collectively the **“Authorized Users”**) subject to the restrictions set forth in Paragraph

4 (d) below. The Trails are not open to the general public. Any unauthorized use of a Trail shall be considered a trespass. The Developer and/or the Association may promulgate rules and regulations concerning behavior and use of the Trail and it shall be the responsibility of all Authorized Users of the Trail to adhere to such rules and regulations.”

13.

The provisions of Article IV, Paragraph 4 (d) are amended, revised and restated so that the same shall henceforth read as follows:

“4. Private Servitude for Trail.

(d) No fossil fuel driven motor bike, motorcycle, ATV, side-by-side, electric/battery driven golf cart or other motorized vehicle whatsoever shall be permitted to be operated on the on the Private Servitude for Trail that is situated on or near the bank of Pond 1 on Pond Tract 1; except that Developer or its agents, subcontractors and maintenance crews may use the Trail on Pond Tract 1 for purposes consistent with marketing activities and maintenance of the Community.”

14.

The provisions of Article IV, Paragraph 4 entitled “Private Servitude for Trail” are hereby amended, revised and supplemented to add the following paragraph 4 (f) to wit:

“4. Private Servitude for Trail.

(f) Notwithstanding the provisions of subparagraph 4 (d) above, electric/battery powered golf carts may be utilized by Authorized Users on the Trail situated on Tract A-1, just north of and adjacent to Lots 78, 80, 81, 89A, 90 – 113, 281 – 300 of Parts 1, 2, 3A and 3B, The Preserve at Harveston, which Trail extends to The Preserve at Harveston Park situated on Tract Z, Longwood Plantation, provided that electric/battery powered golf carts may be operated only by those family members and/or guests of Owners who are eighteen (18) years old or older. If a family member and/or guest of an Owner who wishes to operate a golf cart is younger than eighteen years old, that person shall be accompanied by and supervised by an adult over the age of majority. The Owner whose family member and/or guest who causes damage to common area property and/or improvements or to the private property of other Owners shall be responsible for all damages and the cost to fully repair and/or replace the damaged common property and/or common area improvements. The Association may access the Owner the full amount of the damage caused to common area property and/or improvements under the provisions of the Declaration (see Article VI, Paragraph 1 (a) and (b)) and may access the Owner a Fine (see Article II, Paragraph 5 (a)) failure of which to pay same shall constitute a lien and/or privilege on the Owner’s respective Lot which may be enforced by all means available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in the same manner as a mortgage foreclosure on real property.

15.

The provisions of Article V, Paragraph 4 are amended, revised and restated so that the same shall henceforth read as follows:

“4. Submission of Applications to the Architectural Control Committee.

(a) No Structure and/or Accessory Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure or Accessory Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure, Accessory Structure or Lot, unless an application for the construction or alteration of any Structure or Accessory Structure or Lot shall have been first submitted to and approved in writing by the Architectural Control Committee (“Application”).

(b) The Application shall include three (3) required submittals (“Submittal(s)”).

Each of the three (3) Submittals are required to be approved in writing by the Architectural Control Committee. The three (3) Submittals (collectively referred to as “**Architectural Review Application**”) are described as follows:

1. Construction Plan Submittal (“**Construction Plan Submittal**”).

The Construction Plan Submittal shall include the permit set of construction drawings (“**Permit Set**”) that is intended to be submitted to the Building Official to obtain a building permit. The Construction Plan Submittal shall include:

a) a Site Plan (minimum 1”=20’0” scale) showing the location of all proposed and existing Structures and Accessory Structures on the Lot, including build-to lines, building lines, building setbacks, open space, A/C condensers, meters (electrical, water and gas), stand-by generators, driveways, walk-ways, proposed and/or existing fences, gates and servitudes (including any equipment of Designed Utilities existing within the Servitudes) and parking spaces including the number thereof, a tree survey showing the location of all trees in excess of 3” in diameter, together with a drainage concept plan (“**Drainage Concept Plan**”) which is a comprehensive plan indicating with arrows the direction of the flow of water, either sheet-flow or drainage swales and/or sub-surface drain piping, for the Lot showing proposed drainage after the completion of the planned Structure and Accessory Structure after all grading is complete. The Drainage Concept Plan shall adhere to the Drainage Plan on file with the Department of Public Works for the Parish of East Baton Rouge;

b) Exterior elevations showing all building elevations. The elevations shall show all exterior materials and finishes, windows, shutters, door trim, fascia details and other architectural details including but not limited to posts, columns, dormers, chimneys and light fixtures;

c) Floor Plan (minimum 1/8”=1’0” scale) for the construction and/or alteration of the Structure or Accessory Structure;

d) Roof plan showing location of all roof penetrations, and

e) Door and window schedules.

2. Exterior Material and Color Submittal (“**Exterior Material and Color Submittal**”).

The Exterior Color Submittal shall be submitted prior to installation of any exterior finish materials, and shall include the following:

a) Exterior finishes and materials. Samples of the brick, stucco or synthetic stucco, roof shingles shall be submitted with manufacturers name and color;

b) Colors of exterior elements. The PMS color of all paint or stain to be used on the following finishes: trim, doors, windows, siding, stucco or synthetic stucco, garage door, fascia and soffit, columns, posts, shutters, louvers and fences.

3. Landscape and Hardscape Plan Submittal (“**Landscape and Hardscape Plan Submittal**”).

The Landscape and Hardscape Plan Submittal shall be submitted to the Architectural Control Committee prior to installation of drywall to inside walls and ceilings of the Structure. The Landscape and Hardscape Plan Submittal shall include the following:

a) Landscape Plan (“**Landscape Plan**”). Utilizing the Site Plan described in Paragraph 1. a) above (see Construction Plan Submittal) show the location of trees and beds and identify the species of plants and trees to be planted and their sizes. The scale of the Landscape Plan shall be 1” = 20.0’. The Landscape Plan shall meet or exceed the requirements of the Minimum Landscape Specifications

- b) Bed preparation specifications, and
- c) Hardscape Plan (“Hardscape Plan”) showing the location, specifications and details of each hardscape item.

(c) Plan Review Fees (“**Plan Review Fee(s)**”) may be charged by the Architectural Control Committee to compensate any consultants including the review architect (“**Review Architect**”) engaged by the Architectural Control Committee to assist the Architectural Control Committee with its responsibilities under this Section. The schedule of required Plan Review Fee(s) are as follows:

- 1. Plan Review Fee \$600.00

The Plan Review Fee entitles an applicant review by the Architectural Control Committee and/or the Review Architect of one (1) Architectural Review Application for the same Structure on the same Lot and the first revised Construction Plan Submittal. Any additional submittals to and/or reviews by the Architectural Control Committee and/or Review Architect shall be billed to the Owner/Builder in the sum of the charges, if any, of the Review Architect and those of the Architectural Control Committee.

- 2. Preliminary Plan Review Fee..... \$300.00

In the event an Owner and/or Builder wishes to have an elevation of a Structure or Accessory Structure, any architectural concept, proposed material or other feature or component of the Lot reviewed by the Architectural Control Committee and/or the Review Architect prior to the submittal of the Construction Plan Submittal the Owner/Builder may submit a preliminary submittal (“**Preliminary Submittal**”) to the Architectural Control Committee in writing stating in detail the specific items that the Owner/Builder wishes to have the Architectural Control Committee and/or Review Architect review.

(d) One (1) complete copy of each Submittal shall be transmitted by the Owner/Builder to the Architectural Control Committee for The Preserve at Harveston by electronic mail (email) to tinavince@bellsouth.net as long as there is a Class B Member in existence.

(e) After the Class B Membership shall cease, the Applications shall be submitted to the Architectural Control Committee for The Preserve at Harveston as directed by the Board.

(f) Submittal of an incomplete Application shall be ineffective and inoperative and the Architectural Control Committee shall have no obligation to act as provided for in Paragraph 7 of this Section.

(g) Submittal of an Application, whether complete or incomplete, to any other address/place/person (for instance to a member of the sales staff or to the sales center) shall be ineffective and inoperative and the Architectural Control Committee shall have no obligation to act as provided for in Paragraph 7 of this Section.

16.

The provisions of Article V, Paragraph 5 are amended, revised and restated so that the same shall henceforth read as follows:

“5. Approval of Builders and Landscapers. Any builder (“**Builder**”) and/or landscaper (“**Landscaper**”) prior to submission of any application to the Architectural Control Committee 1) by Builder for approval of a Preliminary Submittal or Construction Plan Submittal of a plan for construction and/or alteration of a Structure or 2) for approval of a Landscape and Hardscape Plan Submittal for a Lot and/or prior to performance of any activities and/or work on a Lot by Landscaper under the provisions of Paragraph 4 of this Article V of this Declaration shall

first be approved by the Architectural Control Committee as to financial stability, building and/or landscaping/hardscaping experience, compliance with state and/or local licensing requirements, the agreement by Builder/Landscaper to adhere to the provisions of “The Preserve at Harveston Standard Specifications for Single Family Dwellings” (“Standard Specifications”) as amended from time to time and the provisions of the Declaration and/or the capability of the Builder and/or the Landscaper to construct or landscape Structures or grounds of the class, type and to the standards that the Architectural Control Committee requires in the sole and uncontrolled discretion of the Architectural Control Committee. No person shall be approved as a Builder or Landscaper unless such Person obtains his/her income primarily from construction or landscaping of the type which Builder or Landscaper is to perform upon the Property, except that an Owner who does not obtain his/her income primarily from construction or landscaping may remodel and/or repair his/her Structure and/or re-landscape his/her Lot; provided the plans and specifications of the remodel, repair or re-landscape are submitted to the Architectural Control Committee in accordance with the provisions of this Article V and approved.

17.

The provisions of Article VI, Paragraph 6 are amended, revised and restated so that the same shall henceforth read as follows:

“6. Landscaping. All areas of all Lots (front loaded, alley loaded or townhome sites) shall be landscaped in accordance with the provisions of the Minimum Landscape Specifications (**“Minimum Landscape Specifications”**) prior to an Owner taking occupancy and/or ownership thereof. Landscaping shall include and adhere to the following:

(a) Minimum Landscape Specifications are as follows:

i) **Trees:** The minimum tree requirement (“Minimum Tree Requirement”) shall be one (1) 30-gallon ornamental tree of the following varieties: Little Gem Magnolia, Crepe Myrtle, Sweet Bay Magnolia, Nellie R. Stevens Holly, Oak Leaf Holly or similar varieties per lot. The Minimum Tree Requirement is in addition to any trees planted by the Developer on or adjacent to the Lot.

ii) **Turf Grass:** All areas of all Lots not occupied by the Structure, the garage, the driveway, walks, planted beds and trees shall receive sod. Permitted sod types are as follows: Centipede and St. Augustine. All turf grass shall be installed and/or maintained by the Owners thereof on all Lots in accordance with “Louisiana Lawns Best Management Practices (“BMPs”) as amended, produced by the LSU Ag Center (see lsuagcenter.com).

iii) **Artificial Grass:** An artificial grass product may be utilized in all or a portion of rear yards and side yards of any Lot and any artificial grass products shall be installed in strict accordance with the manufacturer’s installation instructions. Notwithstanding the above, artificial grass products are not allowed in the front yards of Lots.

iv) **Flower and shrub beds** shall be a minimum of five (5’) feet in width and shall be located adjacent to the entire front elevations of the Structure situated on all Lots. On corner lots both front elevation and the side elevation of the Structure nearest the public street shall be improved with flower and shrub beds as set forth herein. A variety of different sized shrubs and plants (three, five, seven, ten, fifteen gallon plants or larger) shall be planted in the beds to create an initial mature appearance.

The Landscape Plan showing the location, type, name and size of all plants and trees proposed for the Lot shall be submitted to the Architectural Control Committee for approval (see Article V, Paragraph 4.b.3). The Minimum Landscape Specifications set forth above shall be completed prior to an Owner taking occupancy and/or ownership of a Lot. Any Owner who does not complete the required Minimum Landscape Specifications prior to occupancy of the Structure shall pay a Fine of \$300.00 to the Association for each thirty (30) day period the Minimum

Landscape Specifications is delayed beyond the date of occupancy. The Developer (or the Association) shall have the right to file a lien affecting the Owner's Lot for the collection and/or enforcement of the payment of the Fine as set forth in this Section and pursuant to the provisions of Article II, Paragraph 5(h)."

18.

The provisions of Article VI, Paragraph 8(a) are amended, revised and restated so that the same shall henceforth read as follows:

"8. Architectural Control and Exterior Appearance.

(a) The minimum finished floor elevation of a Structure shall be twenty eight and 50/100 (28.5") inches above the top of the curb measured at the center of the front of the Lot. On each side of the Structure, adjacent to the side yards of the Lot, the exterior wall finish shall extend down slightly below the finish floor elevation a minimal amount as to provide sufficient vertical space on the sides of the concrete slab in order to construct the finish grade slopes for drainage of the side yards in accordance with the "Plan for Side Yard Grading and Drainage" prepared by Reich and Associates as set forth in Standard Specifications for Single Family Dwellings.

19.

The provisions of Article VI, Paragraph 8(h) are amended, revised and restated so that the same shall henceforth read as follows:

"8. Architectural Control and Exterior Appearance.

(h) The Owner of an Alley-loaded Lot that is located such that one of the side property lines of the Lot is directly adjacent to a public street right-of-way shall be obligated to comply with the provisions of Section XXIX of the Standard Specifications entitled "Access for Alley-Loaded Lots" as amended, supplemented and restated which sets forth requirements for garage doors and other provisions governing garages and in addition thereto the following provisions:

i) All garages are required to have garage doors and all garage doors shall be kept closed when not in use. Garage doors may have clear glass lites, the size, design, location of which shall be approved by the Architectural Control Committee prior to installation.

ii) Section XXIX of the Standard Specifications provides for the minimization to the greatest extent possible the view of automobiles parked on driveways situated along the Alley. This is accomplished by narrowing the distance between the garages on Lots located across an Alley from each other. The garage should be located, placed/constructed adjacent to the rear 5' build to line in order to narrow the view of the Alley from the public street. If a floor plan for a home on such a corner lot does not allow the garage to be placed adjacent to the rear 5' build to line, alternative methods may be utilized to promote the policy of limiting the view into or "down" the Alley from the public street. One such method would be to construct a brick wall with brick columns or a fence combining brick columns with shadow box wood fencing (collectively "Sight Barrier Fence(s)") adjacent to the 5' rear build to line replacing the garage as the sight barrier. The shadow box fencing and brick columns shall adhere to the construction standards set forth in Exhibits A and B attached to the Standard Specifications. The Sight Barrier Fence shall be constructed with a minimum of four (4) brick columns and extend from the 5' rear build to line a minimum distance of thirty nine (39') feet on the Lot along the public street right of way.

iii) If the Owner/Builder utilizes a Site Barrier Fence, a portion of which is shadowbox, that portion shall be treated and stained as set forth in Article VI, Paragraph 21,

Subsection b) of this Declaration, as amended and restated within 90 days of the date of approval of the fence by the Architectural Control Committee.

iv) The Sight Barrier Fence (including brick columns) is prohibited from being located within the utility servitude located along the public street side of the Lot unless the Owner/Builder has procured a written encroachment waiver from each utility provider that then serves The Preserve at Harveston community.

v) Failure to comply with the requirements set forth herein shall subject Owner/Builder or both to fines as provided in Article VI, Paragraph 1 (b) iii) of the Declaration, as amended, supplemented and restated in the Fourth Amendment to the Declaration of Protective Covenants and Restrictions for The Preserve at Harveston.

20.

The provisions of Article VI, Paragraph 28 are amended, revised and restated so that the same shall henceforth read as follows:

“28. Use, Operation and Maintenance of the Ponds. The Ponds located on Tracts P-1, P-2, P-3, P-4, P-5 and P-6 (or other tracts containing ponds) as shown on the Final Plat(s), and the banks thereof (the **“Pond Tracts”**) are Common Property reserved by the Developer and may be dedicated to the Association by an instrument executed by the Developer and recorded in the official Conveyance Records of the Parish of East Baton Rouge, Louisiana in the future at the Developer’s discretion.

(a) Maintenance of the Pond Tracts shall be by the Association as a Common Expense as consideration for the revocable license of use; provided however that a Pond Site Owner shall be responsible for maintenance and repair (and replacement if required by the Architectural Control Committee) of the sidewalk situated on or adjacent to the Pond Site Owners Lot.

(b) Pond Tracts may contain Private Servitude(s) of Trail containing portions of the Trail constructed thereon.

(c) Use of the Private Servitude(s) of Trail shall be in accordance with Article IV, Section 4.

(d) No piers and/or docks or other Structures shall be constructed on the banks of the Ponds or in the Ponds.

(e) No boats or other floating devices shall be kept, stored, used or operated on the Ponds and/or Pond Tracts.

(f) No fossil fuel motor driven bike, motorcycle, ATV, side-by-side, electric/battery driven golf cart or other similar vehicle shall be permitted to operate on the concrete walk(s) on the banks of the Ponds on Pond Tracts P-1, P-2, P-3, P-4, P-5 and P-6 and/or the Trail situated on the Private Servitude of Trail situated on Pond Tract P-1.

(g) Owners and other Authorized Users may fish from the banks of the Ponds. Children (12 years or younger) of Owners and their guests may fish from the banks provided an adult is present at all times.

(h) No Owner may plant any tree or vegetation on the banks of the Ponds and/or Pond Tracts without the consent of the Architectural Control Committee.

(i) There shall be no swimming in the Ponds.

(j) The Association shall have the authority to remove from the Ponds any water fowl not

approved by the Association.

(k) No tree, plant, opaque or solid fence or Structure shall be planted, constructed, placed or located on any Lot and/or Pond Site which would result in obstructing view of the Pond for any person situated on any other Lot. Therefore, opaque or solid fences including shadow box fences of any height, any Structure(s) and/or trees and plants planted, placed and/or constructed or located on a Lot and/or Pond Site which obstructs view of a Pond as aforesaid are hereby prohibited from the rear or side yards of Lot(s) and/or Pond Site(s). Plans for landscape, fence and Structure shall be submitted as provided in Article V of the Declaration and approved by the Architectural Control Committee prior to planting, placement, construction or location of any trees, plants, fences or Structures on any Lot.

(l) All Additional Property subjected to this Declaration shall have the right to use the Ponds for storage of storm water and drainage.

21.

The provisions of Article VI, Paragraph 30 are amended, revised and restated so that the same shall henceforth read as follows:

“30. Permitted Use and Required Maintenance of Alleys by Builders, Contractors, Subcontractors and Other Workers (“Owner-Builder Associates” in connection with the Construction of Structures. The primary purpose of the Private Servitude(s) of Access (hereinafter “Private Servitude of Access or “Alley Tracts” or “Alley Access Servitude”) and the concrete Alleys that are provided within the Alley Tracts are for vehicular and pedestrian ingress and egress by Owners to and from Structures located on Alley-Loaded Lots and for drainage of Lots. Other functions of an Alley Tract include access to Alley-Loaded Lots for trash and garbage removal, utility services and maintenance, together with ingress and egress by emergency response vehicles to Structures located on Alley-Loaded Lots. No vehicle or trailer of any kind may be parked in a Private Servitude of Access or Alley which partially or wholly block the Alley and prevents and/or prohibits the use of the Alley for any of the purposes and functions set forth above; provided that an Alley may be partially blocked by Owner-Builder Associates for delivery of construction materials and equipment to Alley-Loaded Lots for the time that it takes to load, unload, pick-up or complete the intended service but under no circumstances for longer than ten (10) minutes. Use of an Alley or any portion of a Private Servitude of Access by Owner-Builder Associates for storing materials and equipment or as a platform for any type of construction related activity is prohibited.

The Owner or Builder who undertakes the construction or re-construction of any Structure located adjacent to an Alley-Loaded Lot shall be deemed to assume liability for its Owner-Builder Associates and responsible for the actions of Owner-Builder Associates who perform any work or provide any services and materials for the construction or reconstruction of the Structure and who fail to comply with or who violate any provision of this section or any other provision set forth in this Declaration. Therefore, any violation of this section shall result in the Owner of the Lot or the Builder of the Structure being held personally responsible for any and all damages caused by the violation, including but not limited to the cost of repairing any damages caused thereby to the Alley, the Private Servitude of Access and/or any other Lot. Additionally, the Association shall have the right to assess a Fine for the violation of any provision of this section to the Builder of the Structure or Owner of the Alley-Loaded Lot under the provisions of Article II, Paragraph 5(a) for violations of this covenant and any resulting damage.”

22.

Except as amended, revised, restated and/or supplemented by the provisions contained in this Sixth

Amendment to the Declaration of Protective Covenants and Restrictions for The Preserve at Harveston, the provisions of the Declaration as amended shall remain in force and effect as though the provisions of the Declaration, as amended, were set forth herein in extenso.

This Sixth Amendment to the Declaration has been signed in the Parish of East Baton Rouge, State of Louisiana on the 16th day of MAY, 2019, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

[Signature]
Name: Kimberly Jackson

[Signature]
Name: Joyce Juncos

DEVELOPER:

Longwood Development I Corporation

By: [Signature]
John H. Fetzer, III,
Duly Authorized Secretary

[Signature]
Notary Public
Name: _____
Bar Roll/Notary #: _____
Commission IS FOR LIFE

