

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

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

FOR

THE PRESERVE AT HARVESTON

THIS SEVENTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE PRESERVE AT HARVESTON (“Seventh Amendment”) is made this 1st day of July, 2021, 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 (hereinafter referred to as **“First Amendment”**), 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 (hereinafter referred to as **“Second Amendment”**), 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 (hereinafter referred to as **“Third Amendment”**), 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 (hereinafter referred to as **“Fourth Amendment”**), 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 referred to as **Fifth Amendment”**), as further amended by the Sixth Amendment to the Declaration of Protective Covenants and Restrictions for The Preserve at Harveston dated May 16, 2019 recorded with the East Baton Rouge Parish Clerk of Court and Recorder of Mortgages at Original 081, Bundle 12958 on May 16, 2019 (hereinafter referred to as **“Sixth Amendment”**) (hereinafter collectively referred to as **“Declaration”**);

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

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, and

WHEREAS, Developer appears herein to consent to the amendment of the Declaration as set forth herein below, and

WHEREAS, the Third Amendment to the Declaration amended, revised and supplemented the

provisions of the Declaration by adding Paragraph 4 entitled "Right of Owners" to Article III, and

WHEREAS, an error was committed in the preparation of the Fourth Amendment to the Declaration which amended, revised and supplemented the provisions of the Declaration in that Paragraph 4 entitled "Motor Driven Vehicles Prohibited from Common Area" was added to Article III of the Declaration when in truth and in fact the paragraph should have been numbered "Paragraph 5", and

WHEREAS, additionally, an error was committed in the preparation of the Fourth Amendment to the Declaration in that a paragraph entitled "Fines for Non-Compliant Use of Common Property" was added to Article III of the Declaration as "Paragraph 5" when in truth and in fact the paragraph should have been numbered "Paragraph 6", and

WHEREAS, the Developer wishes by virtue of this Seventh Amendment to the Declaration to correct the errors committed in the preparation of the Fourth Amendment to the Declaration as set forth hereinabove, and

WHEREAS, Developer also wishes by virtue of this Seventh Amendment to the Declaration to amend, revise, supplement and restate the provisions of Paragraph 19 of Article I, and

WHEREAS, Developer also wishes by virtue of this Seventh Amendment to the Declaration to amend, revise and restate subparagraphs (a), (c), (d) and (f) of Article IV, Paragraph 4, entitled "Private Servitude for Trail", and

WHEREAS, Developer wishes by virtue of this Seventh Amendment to the Declaration to amend, revise, restate and supplement the provisions of Article V entitled "Architectural Control Committee", and

WHEREAS, Developer also wishes to amend, revise and supplement certain provisions of Article VI, entitled "Covenants and Restrictions" being Paragraph 23 entitled "Vehicles and Trailers" and Paragraph 41 entitled "Gutters and Downspouts" of the Declaration, and

WHEREAS, Developer wishes by virtue of this Seventh Amendment to the Declaration to amend, revise, restate and supplement the provisions of Article VI, Paragraph 39 entitled "Swimming Pools".

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

1.

The provisions of Article I, Paragraph 19 are hereby amended, revised, supplemented and restated so that henceforth this subparagraph so that it shall henceforth read as follows:

"19. "Guest Parking Area(s)" shall mean those portions of the public street right of way specifically constructed and designed to accommodate parking of motor vehicles owned and/or leased by guests of Owners. Guests of Owners are defined for purposes of this Declaration as any visitor to an Owner's Dwelling for whatever purpose, including but not limited to, workmen and/or repairmen. Guests of Owners does not include any member of that Owners household ("Household Member(s)")."

2.

An error was committed in the preparation of the Fourth Amendment to the Declaration in that the preparer intended to supplement Article III entitled "Common Property" with a provision to be numbered Paragraph 5 entitled "Motor Driven Vehicles Prohibited from Common Area". However, preparer through error numbered that provision as Paragraph 4 of Article III, when in truth and in fact the preparer intended to number the added provision as Paragraph 5, and therefore Article III, Paragraph 5 of the Declaration is hereby revised, amended, supplemented and restated so that it henceforth shall read as follows:

“5. Motor Driven Vehicles Prohibited from Common Area. No fossil fuel driven or electric/battery operated vehicle including but not limited to trucks, automobiles, bikes, motorcycles, all-terrain vehicles (ATV(s)), golf carts or other motorized vehicle including trailers of any kind shall be permitted on any portion of the Common Area. For instance, no vehicle or trailer may be driven, pulled or placed by any means on the bank of ponds and/or sidewalks surrounding ponds for any purpose including delivering/unloading equipment or materials. Notwithstanding the above, Developer, the Association and/or either of their agents, associates, consultants, contractors, employees may utilize a motor driven vehicle with or without a trailer(s) for any purpose set forth or authorized herein, i.e. maintenance of the Common Area or Common Area equipment, such as a fountain and/or bridge.”

3.

An error was committed in the preparation of the Fourth Amendment to the Declaration in that the preparer intended to supplement Article III entitled “Common Property” with a provision to be numbered Paragraph 6 entitled “Fines for Non-Compliant Use of Common Property”. However, preparer through error numbered the added provision as Paragraph 5 of Article III, when in truth and in fact the preparer should have referred to that paragraph as Paragraph 6 and therefore Article III, Paragraph 6 of the Declaration is hereby revised, amended, supplemented and restated so that it henceforth shall read as follows:

“6. Fines for Non-Compliant Use of Common Property. The failure of Owner(s) to comply and/or adhere to the provisions set forth in this Article III will subject the Owner(s) not only to liability for costs of maintenance and repair for damages arising and/or caused by non-compliant use of the Common Property, but also to Fines. Fines shall be administered and collected as set forth in Article II, Paragraph 5 (a).”

4.

The provisions of Article IV, Paragraph 4 entitled “Private Servitude for Trail”, Subparagraphs (a), (c), (d) and (f) are hereby amended, revised, supplemented and restated so that henceforth these subparagraphs shall read as follows:

“(a) Developer intends to construct Trail(s) on Common Property or on property owned by the Developer or its affiliate(s) (“Affiliate(s)”) that may be dedicated to the Association and/or established by servitude(s) as set forth elsewhere herein. Where the Trail is constructed on property owned by an Affiliate of Developer, a predial servitude has or will be created by the Affiliate in favor of the Association and the Property owned by the Association for the Trail.”

“(c) The Trail(s) are intended to be used by the Owners of Lots and Owner’s family and guests (collectively referred to as “Users” or “Authorized Users”) subject to the restrictions and/or conditions set forth hereinbelow. 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.”

“(d) No fossil fuel driven motor vehicle including, but not limited to, a motorized bike or motorcycle, truck, automobile, all-terrain vehicle (ATV), side-by-side, utility vehicle or other fossil fuel driven motor vehicle whatsoever shall be permitted to be operated on a Private Servitude for Trail except that the Developer and/or the officers of the Association or their respective agents, subcontractors and maintenance crews may use a Trail for purposes consistent with marketing activities and maintenance and repair of the Common Area of the Community.”

“(f) Notwithstanding the provisions of subparagraph 4 (d) of this Article IV above and the provisions of Article III, Paragraph 5, electric/battery powered golf carts may be utilized and operated by Authorized User(s) as hereinabove defined on any portion of a Servitude of Trail that currently exist in The Preserve at Harveston 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 or on property owned by an Affiliate of Developer. The electric/battery powered golf carts may be operated only by Authorized Users who have been issued a valid and effective driver’s license by the Department of Motor Vehicles (DMV) of the State of Louisiana or the corresponding state authority for any other state in the United States (collectively referred to hereinafter as “Authorized Operators”). An Authorized User who is younger than the minimum age for obtaining a driver’s license from the state of that person’s residency (“Underage Operator”), shall be accompanied by and supervised by an adult 21 years of age or older who shall possess a valid and effective driver’s license issued as aforesaid. The Owner whose family member and/or guest causes damage to the Servitude of Trail, adjacent properties and/or improvements thereon 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 areas. The Association may assess the Owner the full amount of the damage caused to the Servitude of Trail, adjacent properties and/or improvements thereon or to the private property of other Owners under the applicable provisions of the Declaration and may assess 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 under the laws of the State of Louisiana.”

5.

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

**“ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE**

1. Purpose, Powers and Duties of the Architectural Control Committee.

(a) There is hereby created the Architectural Control Committee for The Preserve at Harveston which shall initially be composed of John H. Fetzer, III, Milford Wampold, III and Cathy Cusimano and/or such other individuals as Developer may appoint and/or remove in its sole discretion during the period of time that the Class B Membership exists, and following the abolishment by Developer of the Class B Membership, those persons selected annually by the Owners in compliance with the bylaws of the Association to serve as members of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure and/or Accessory Structure on any Lot is performed, completed and finished in accordance with the 1) standards of quality and workmanship and the incorporation and utilization of materials, construction techniques and details established by the Developer as set forth in this Declaration and in the Standard Specifications established by the Developer and any revisions, supplements and/or amendments thereof, and 2) the plans, specifications and other Construction Drawings (see Article I, Paragraph 15) shown and depicted in the Application submitted by the Owner and/or Builder to and approved by the Architectural Control Committee with the advice and assistance of the Plan Review Architect (see (b) below) for the Structure and/or Accessory Structure for a Lot are submitted in conformance with the provisions of Paragraph 4 of this Article V.

(b) To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and everything incidental to the

accomplishment of such purpose, including without being limited to

i) the power and duty to approve or disapprove Applications and/or Submittals (as set forth in this Article V) for the installation, construction or alteration of any Structure and/or Accessory Structure on any Lot.

ii) the power and authority to engage the services of a Plan Review Architect (“Plan Review Architect”) to review all Submittals on behalf of the Architectural Control Committee and determine whether the plans, specifications and other Construction Drawings for the Structure and/or Accessory Structure meet the requirements established for the Structure and/or Accessory Structure in the Declaration, the Standard Specifications and the Application. The cost and/or fee charged by the Plan Review Architect shall be paid by the Owner and/or Builder at the time of Submittal.

iii) the levy of Fines against an Owner and/or Owner’s respective Lot (whether due to the acts of the Owner, their Builder, agents or invitees):

a) for the violation or breach of any restriction contained in this Declaration or for non-compliance with any of the standards of quality and workmanship and the incorporation and utilization of materials, construction techniques and details established by the Developer set forth in the provisions of this Declaration and/or the Standard Specifications.

b) for non-compliance with and/or failure to adhere 1) to the plans, specifications and other Construction Drawings for the Structure and/or Accessory Structure depicted/set forth in the Application (See Article V, Paragraph 4 of this Declaration) submitted to and approved by the Architectural Control Committee, or 2) to the provisions and/or conditions of the architect review letter (“Architect Review Letter”) issued by the Plan Review Architect in connection with the review of the Application and/or 3) any provision and/or condition of any letter issued by the Architectural Control Committee.

c) for commencement of construction and/or alteration of any Structure or Accessory Structure without first having submitted the Application required by this Article V, Paragraph 4 to the Architectural Control Committee and receiving approval thereof under the provisions thereof.

(c) The Fines established by this Article V, Paragraph 4 shall be levied, enforced and collected by the Architectural Control Committee and/or the Association in the same manner set forth in Article II, Paragraph 5 for Fines levied by the Association.

2. Meetings. The Architectural Control Committee shall hold meetings as often as may be established and/or required by the Architectural Control Committee. Meetings of the Architectural Control Committee shall be held at such time and place as the Architectural Control Committee shall specify. Notice of each meeting of the Architectural Control Committee shall be emailed to each Member thereof at least three (3) days before the day the meeting is to be held. Notice of meetings need not specify the purpose or purposes for which the meeting is called. Notice of meeting need not be given to any member of the Architectural Control Committee who signs a waiver of notice either before or after the meeting. Attendance by a member of the Architectural Control Committee at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections with respect to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the Architectural Control Committee, the presence of a majority of the member then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the Architectural Control Committee present at any meeting thereof, at which a quorum is present shall constitute the act of the Architectural Control Committee. In the

absence of a quorum, any member of the Architectural Control Committee present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. Any action required to be taken at a meeting of the Architectural Control Committee, may be taken without a meeting if written consent is obtained from all members of the Architectural Control Committee setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

3. Members and Action of Members of Architectural Control Committee.

Any member of the Architectural Control Committee may be authorized by resolution of the Architectural Control Committee to exercise the full authority of the Architectural Control Committee with respect to all matters over which the Architectural Control Committee has authority (hereinafter the “**Authorized ACC Member**”). The action the Authorized ACC Member with respect to the matters specified shall be final and binding upon the Architectural Control Committee and conclusive as to any matter properly before the Architectural Control Committee, subject, however, to review and modification by the Architectural Control Committee on its own motion or appeal by the Applicant to the Architectural Control Committee as provided herein. Written notice of the decision the Authorized ACC Member shall be given to any Applicant for a permit or authorization. The Applicant may, within ten (10) days after receipt of notice of any decision which he/she deems to be unsatisfactory, file a written request, and the matter with respect to which such request was filed, shall be submitted to, and reviewed promptly by the Architectural Control Committee, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

4. Submission of Applications to the Architectural Control Committee.

(a) No Structure and/or Accessory Structure shall be commenced, constructed, 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, Accessory Structure and/or Lot shall have been first submitted to and approved in writing by the Architectural Control Committee.

(b) Application(s) for proposed construction of a Dwelling on a Lot shall include three (3) required Submittals. Each of the three (3) Submittals are required to be approved in writing by the Architectural Control Committee. The three (3) Submittals for the 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 in and for the City/Parish to obtain a building permit. The Construction Plan Submittal shall include:

a) The Site Plan submittal (minimum 1”=20’0” scale) showing the location of all proposed and existing Structures and Accessory Structures on the Lot, including front, side and rear build-to-lines, building lines and side yard setbacks, private and/or public utility servitude(s), air conditioning condensers, meters (electrical, water and gas), gutters and downspout locations, stand-by generators, driveway, walks, proposed and/or existing Harveston Approved Fence Types and Gates (see Article VI, Paragraph 21), retaining walls and any equipment of utilities existing within the utility servitudes, a tree survey showing the location of all trees in excess of 3” in diameter, proposed location of PVC subsurface drainage pipe, drainage grates, drainage swales, the Drywell, gutter downspout lateral that shall be installed pursuant to the provisions and specifications of the Harveston Side Yard Grading and Drainage

System set forth in Article VI, Paragraph 19 of this Declaration together with any other planned improvement and/or Structure;

b) Exterior elevations submittal (minimum 1/16" = 1' 00" scale) 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 submittal (minimum 1/8" = 1'0" scale) for the construction and/or alteration of the Structure or Accessory Structure;

d) Foundation Plan submittal;

e) Roof plan submittal showing locations of all roof penetrations, and

f) Door and window schedules submittal

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, and

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

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 this Article V Paragraph 4 (b) 1. a) of the Declaration 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 and Tree Specifications (See Article VI, Paragraph 6);

b) Bed preparation specifications ("Bed Preparation Specifications") including size of all beds and the type of mulch to be utilized;

c) Drainage Plan ("Drainage Plan") utilizing the Landscape Plan referred to in subpart a) of this subparagraph 3 pertaining to the Landscape and Hardscape Plan Submittal show with arrows the direction of flow of all water after all landscape and hardscape items have been completed and the specifications and location for the outfall of storm/irrigation/gutter water from the Lot in full compliance with the provisions of the Harveston Side Yard Grading and Drainage System in Article VI Paragraph 19 of this Declaration, and

d) Hardscape Plan ("Hardscape Plan") utilizing the Landscape Plan show the location, specifications and details of each hardscape item.

(c) Applications for improvements, remodeling, modifications and additions to existing Structures, Accessory Structures and Lots (collectively referred to as “Improvements”). Applications for the construction of proposed Improvements to Structures, Lots and/or Accessory Structures shall include the following submittals to the Architectural Control Committee which Application shall contain and/or adhere to the following provisions:

1. Harveston Approved Fence and Gate Types, Sight Barrier Fence(s) and Swimming Pool Protection Fence(s) (hereinafter collectively referred to as “Fences” and/or “Gates”).

The construction and/or erection of Fences and/or Gates together with required Sight Barrier Fencing/Gates (see Article VI, Paragraph 22) and Swimming Pool Protection Fences and Gates (see Article V, Paragraph 4, Subpart (c) 1. (e) below) shall adhere to the standards and specification set forth in Article VI, Paragraph 21 and 22 of this Declaration and shall be approved by the Architectural Control Committee prior to the start of construction and/or erection. The Application for Fences shall include but not be limited to the following provisions in the sole and uncontrolled discretion of the Architectural Control Committee:

a) Only Harveston Approved Fence Types shall be located, erected and/or constructed on any Lot in the Community, see Article VI, Paragraph 21 of this Declaration;

b) The location of any Fencing and/or Gates shall be shown on the site plan that shall be annexed to the Application that conforms, meets and/or exceeds the requirements set forth in the Site Plan required under Article V, Paragraph 4 (b) 1 a) of this Declaration;

c) The Applicant shall confirm in the Application that all specifications and requirements for construction, materials, colors, finish treatment, staining and painting shall be strictly adhered to in the construction and erection of the proposed Fences and/or Gates;

d) The height in feet and inches of any Fencing and/or Gates shall be depicted on the Site Plan;

e) All swimming pools and pool decks are required to be completely surrounded/enclosed with a minimum five (5') foot high fence and gates that provide an additional level of safety to children who may be attracted to a swimming pool and to lessen the risk of accidental injury and/or death to children. The Fences and Gates shall meet the requirements of Article VI, Paragraph 21 of the Declaration (hereinafter referred to as “Swimming Pool Protection Fences and Gates”). The Swimming Pool Protection Fences and Gates shall comply with the City-Parish Code of Ordinances, Section 12:406 entitled “Maintenance of Swimming Pools” a copy of which is attached hereto as Exhibit “A” and made a part hereof, and

f) Sight Barrier Fences and Walls shall be required on all Corner Lots and shall be located, placed and constructed pursuant to the specifications and requirements set forth in Article VI, Paragraph 22. of this Declaration.

2. Swimming Pools (hereinafter referred to as “Swimming Pool(s)”).

The Application for the construction, placement and/or location of Swimming Pool(s) shall adhere to the provisions set forth in Article VI, Paragraph 39 of this Declaration and shall be approved by the Architectural Control Committee in writing prior to the start of construction thereof. The Application submitted to the Architectural Control Committee for the addition of a Swimming Pool on a Lot shall include, but not be limited to, the provisions set forth below in the sole and uncontrolled discretion of the Architectural Control Committee.

a) a Site Plan (minimum 1"=20'0" scale) showing the location of the proposed Swimming Pool and Pool Deck and the location of proposed and existing Structures and Accessory Structures on the Lot, including front, side and rear build-to-lines, building lines and side yard setbacks, private and/or public utility and/or drainage servitude(s), air conditioning condensers, meters (electrical, water and gas), gutters and downspout locations, stand-by generators, driveway, walks, proposed and/or existing fences and/or gates, retaining walls and any equipment of utilities existing within the utility servitudes, a tree survey showing the location of all trees in excess of 3" in diameter, proposed location of six (6") inch pvc subsurface drainage pipe, drainage tees, drainage swale, drainage grates, modified pop-up drain, drywell and gutter downspout laterals to be installed pursuant to the provisions and specifications of the Harveston Side Yard Grading and Drainage System set forth in Article VI, Paragraph 19, as amended, together with any other planned and/or existing improvement and/or Structure. The Site Plan shall also show the location of the existing and/or proposed Swimming Pool Protection Fence and Gates that completely enclose the proposed Swimming Pool and Pool Deck as set forth in this subparagraph 2 section d) of Article V, Paragraph 4, subparagraph c) of this Declaration. The Site Plan shall also show the location, materials, size and other specifications of the Swimming Pool and Pool Deck subsurface drainage pipe and catch basins that are planned for drainage of the Swimming Pool and Pool Deck(s);

b) Copy of building permit for the construction of Swimming Pools together with the plumbing and electrical permits issued by the City-Parish Building Official for the proposed Swimming Pool and Pool Deck;

c) Plans, specifications and construction details for any proposed retaining wall for the Lot depicting materials proposed for the retaining wall, foundation details, exterior materials, french drain systems and subsurface drainage piping;

d) The Site Plan shall show the location of the Swimming Pool Protection Fence and Gates that completely enclose the proposed Swimming Pool and Pool Deck. Walls of the House and/or Structure may be used as part of such enclosure. All Gates shall be equipped with self-closing and self-latching devices. Exterior doors from any habitable building need not to be so equipped;

e) On the Site Plan, show the location of the pool equipment which shall be screened from view from other Lots, Common Areas or any street right-of-way, and

f) Final inspections and/or approval by the Architectural Control Committee of a Swimming Pool and Pool Deck shall be withheld until all requirements specified herein relative to the Swimming Pool Protection Fence and Gates have been complied with.

3. Gutter and Downspouts.

No gutter or downspout shall be installed, erected or placed on a Structure and/or Accessory Structure on any Lot unless an Application for same shall have been first submitted to and approved in writing by the Architectural Control Committee. The Application submitted to the Architectural Control Committee shall include:

a) the Site Plan described in Article V, Paragraph 4 (b) 1 a) of this Declaration showing the location of any gutter or downspout proposed to be erected, installed or placed on a Structure and/or Accessory Structure;

b) The Application shall also provide the type and design of the gutters and downspouts together with materials utilized in the manufacture and fabrication of same and conform to all specifications and provisions set forth in Article VI, Paragraph 41 of this Declaration, and

c) The Site Plan shall show that the downspouts of all gutters shall be connected to the "Preserve at Harveston Side Yard Grading and Drainage System" in accordance with the provisions and specifications set forth in Section XXXIII of the Standard Specifications.

(d) Plan Review Fees ("Plan Review Fee(s)") may be charged by the Architectural Control Committee to compensate any consultants including the Plan Review Architect engaged by the Architectural Control Committee to assist the Architectural Control Committee with its responsibilities under this Paragraph. The schedule of required Plan Review Fee(s) are as follows:

1. Plan Review Fee \$600.00
The Plan Review Fee entitles an Owner/Builder review by the Architectural Control Committee and the Review Architect of Construction Drawings submitted 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.

3. Improvements to existing Homes, Swimming Pool/Pool Deck(s) and Fence and Gates Review Fee.....\$300.00
Applications for the construction of proposed Improvements to Structures, Lots and/or Accessory Structures such as swimming pools, pool decks, fences, gates, gutters/downspouts and/or other improvements shall be subject to a review fee of \$300.00.

(e) 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 during the Appointment Period.

(f) After the Class B membership ceases to exist , the Applications shall be submitted to the Architectural Control Committee for The Preserve at Harveston as directed by the Board.

(g) 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 Article V.

(h) 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 Article V.

5. **Approval of Builders, Landscapers and Contractors.** Any builder ("Builder") and/or landscaper ("Landscaper") and/or contractor ("Contractor") 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 new Structure or 2) for approval of a Landscape and Hardscape Plan Submittal for a Lot and/or 3) by Contractor for approval of Construction Drawings for an Improvement propose for Lots, Structures and Accessory Structures shall first be approved by the Architectural Control Committee as to financial stability, building, landscaping/hardscaping and/or remodeling experience, compliance with state and/or local licensing requirements, the agreement by Builder/Landscaper/Contractor to adhere to the provisions of "The Preserve at Harveston Standard Specifications for Dwellings" ("Standard Specifications") as amended from time to time and the provisions of the Declaration and/or the capability of the Builder, the Landscaper and the Contractor to build and/or landscape 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, Landscaper or Contractor 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 by the Architectural Control Committee prior to commencement of work.

6. Approval and Disapproval of Plans and Specifications.

(a) The Architectural Control Committee shall have the right to approve or disapprove any Application (or any Submittal) submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including the quality of materials specified, the design and authenticity of the architectural elements presented or for purely aesthetic considerations which shall be deemed sufficient. The Architectural Control Committee may issue from time to time a manual containing Standard Specifications for use by Builders and Owners in the selection of concepts, design techniques and/or materials/finishes for construction within the development. These Standard Specifications shall be utilized by the Architectural Control Committee in its review Applications. However, notwithstanding anything contained herein or in any such Standard Specifications, the Architectural Control Committee may in its discretion approve or disapprove any proposed plan submitted for any reason or for no reason as set forth in this Declaration.

(b) Upon approval by the Architectural Control Committee of any Application (or any Submittal) submitted pursuant to this Declaration, a copy of such Application and/or Submittal, as approved, shall be held for permanent record by the Architectural Control Committee. Approval of any Application and/or Submittal shall not be deemed a waiver of the Architectural Control Committee's right, in its sole discretion, to disapprove similar Applications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such Application relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such Construction Drawings submitted with the Application, as approved, and any conditions attached to any such approval and the construction begins within twelve (12) months of such approval.

(c) In the event that subsequent to an approval of an Application (or any submittal) and the start of any construction pursuant to that Approval, the Standard Specifications are modified by the Architectural Control Committee and the modification would have a material effect on the approved Application submitted, the Owner shall take whatever actions necessary to comply with the modified Standard Specifications(s).

(d) Neither Developer, Plan Review Architect, the Association, the Architectural Control Committee nor any member or agent thereof shall be responsible for or liable in any way for any defects in any portion of the Construction Drawings submitted to and/or approved

by the Architectural Control Committee, nor for any structural defects in any work done according to such Construction Drawings submitted to and/or approved by the Architectural Control Committee. Further, approval of Construction Drawings by the Architectural Control Committee shall not be deemed to represent or warrant to any Owner or Builder the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Developer, Plan Review Architect, the Association nor any member and/or agent thereof shall be liable for damages or in any other respect to anyone submitting Construction Drawings for approval under this Article, or to any Owner, or to any other Person having an interest in the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such Construction Drawings submitted with an Application or Submittal. By submission of such Construction Drawings to the Architectural Control Committee, every Owner of any Lot releases and agrees to hold harmless and to defend Developer, Plan Review Architect and any Member, agent and/or officers of the Association and of the Architectural Control Committee from any such alleged liability, claim and/or damage.

7. **Obligation to Act.** The Architectural Control Committee shall review and consider any Application or any Submittal. Approval by the Architectural Control Committee, if granted, together with any conditions imposed by the Architectural Control Committee, shall be made in writing to the applicant. Further, in the event that the Application is incomplete the Architectural Control Committee shall have no obligation to act, i.e., either to approve and/or disapprove the Application.

8. **Right of Inspection.** The Architectural Control Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure or Accessory Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration ("**Inspection(s)**"); and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or Inspection. An Inspection made by the Architectural Control Committee shall not be deemed to be a substitute inspection for any inspection required by the Building Official for the Parish or any lending institution but shall be considered an additional inspection for the limited purpose of review of construction of the Structure in accordance with the approved Plans and Specifications.

9. **Violations.**

(a) If any Structure shall be commenced, erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the Application approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been construction in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall be entitled and empowered to enjoin or remove any such construction. Specifically, the Architectural Control Committee shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against an Owner to enforce these restrictions. Any costs and expenses, including attorney's fees, incurred by the Architectural Control Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the Assessment to which the Owner and his/her Lot are subject.

(b) The Architectural Control Committee shall provide written notice to the Owner by personal delivery to the Lot, U.S. Mail to the mailing address for the Lot, U.S. Certified Mail, Return Receipt Requested or electronic mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owners shall not have taken reasonable steps toward the required remedial action within ten (10) days after

the mailing of the aforesaid notice of violation, then the Architectural Control Committee shall have the right of self-help as provided in Paragraph 1(b) of Article VII hereof. In addition to the right of self-help, the Board, upon being informed of such violation by the Architectural Control Committee, shall be entitled to seek equitable relief to enjoin such construction.

10. Fees, Deposits and Fines. In addition to the Plan Review Fee established in this Article V, Paragraph 4(d), the Architectural Control Committee may impose and collect from Owners, Builders and/or Swimming Pool Contractor a reasonable and appropriate construction compliance and damage deposit ("**Construction Compliance and Damage Deposit**") that may be used as follows:

(a) To offset damages or maintenance costs for actions of the Owner, Builder and/or Swimming Pool Contractor and/or their subcontractors, agents and/or employees which cause damage to the Property, Common Areas, Lots, adjoining properties and/or the infrastructure, i.e., streets, curb, sidewalks, street lighting equipment and utilities;

(b) To offset any expense incurred by the Association and/or the Architectural Control Committee for enforcement of rights against an Owner, Builder and/or Swimming Pool Contractor to remedy a violation or breach of any restriction contained in the Declaration and particularly expense associated with the rights granted the Architectural Control Committee and/or the Association for enforcement by abatement and injunctive relief under the provisions of Article VII, Paragraph 1 (b) and the enforcement of Owner responsibilities for maintenance under the provisions of Article II, Paragraph 4 (b);

(c) To fund any Fine levied by the Association and/or the Architectural Control Committee for a violation or breach of any restriction contained in this Declaration or for non-compliance with any standards of quality and workmanship in construction established by this Declaration and/or the Standard Specifications;

(d) To fund any Fine levied by the Association and/or the Architectural Control Committee for non-compliance and/or failure to adhere to the plans for a Structure, Accessory Structure or Swimming Pool/Deck submitted to and approved by the Architectural Control Committee as set forth in this Article V; and

(e) To fund any Fine levied by the Association and/or the Architectural Control Committee for commencing any Structure or Accessory Structure without first having the plans therefor approved by the Architectural Control Committee under the provisions of Article V of the Declaration."

6.

The provisions of Article VI, Paragraph 1 are hereby amended, revised, supplemented and restated so that Paragraph 1 entitled "Land Use and Building Type" shall henceforth read as follows:

"1. Land Use and Building Type. All of the Lots contained in the Property are hereby designated as residential for either single-family residential or townhome purposes. No school, church, assembly hall or group home of any kind (including without limitation any "community home" as defined in La R.S. 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing Structure be permitted to be used as such. No Structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family House or Townhouse with garage facilities and other out-buildings (Accessory Structures) incident to the residential use of the Lot; provided, however, that attached Townhouses shall be constructed on the Townhouse Sites. No garage apartments or servants quarters shall be used as a House or Townhouse, except that, garage apartments and servants quarters may be occupied by servants actually employed on the premises and/or guests or relatives of an Owner."

The provisions of Article VI, Paragraph 19 of the Declaration are amended, revised, supplemented and restated so that Article VI, Paragraph 19 shall henceforth read as follows:

“19. Drainage of Lots; Harveston Side Yard Grading and Drainage System; Erosion Control. It is the responsibility of each Builder, Owner and their respective contractors, landscapers, pool contractors, employees and agents to adhere to the comprehensive drainage plan set forth in the “Drainage Layout” for the Community which is on file and of record in the office of Department of Development of East Baton Rouge Parish (hereinafter referred to as **“Drainage Layout”**) together with the following requirements which collectively are hereinafter referred to as the Drainage Plan (**“Drainage Plan(s)”**).

(a) Construction and/or placement of any Structure or Accessory Structure on a Lot which would impede, affect and/or alter the function of the Drainage Layout or modify the Drainage Plan for a Lot shall not be permitted.

(b) No activity which may create erosion or which may violate the regulations of the Clean Water Act or which is in conflict with the Drainage Plan(s) shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee.

(c) An Owner/Builder is prohibited from allowing storm water from precipitation or from gutters/downspouts, water from manual watering or water from an irrigation system from discharging to another Lot or to any portion of Common Area (collectively referred to as **“Offsite Discharge”**), except in accordance with the Drainage Plan for a Lot reviewed by and approved by the Architectural Control Committee.

(d) The space allocated on each side of all Dwellings situated on all Lots in the Community, i.e., the five (5') foot side yard dedicated by the Developer in the Final Development Plan for The Preserve at Harveston and approved by the East Baton Rouge Parish Planning Commission has been adopted by the Developer for utilization in the overall Drainage Plan for the Community and each Lot in the Community. In order to facilitate Developer's uniform plan for storm drainage for the Community this subparagraph describes the comprehensive plan, the specified materials to be employed and the details and specifications that are required to be complied with by Owners/Builders in each side yard on each Lot within the Community except as set forth herein (hereinafter referred to as **“Harveston Side Yard Grading and Drainage System”** or **“Harveston Drainage System”**). The Harveston Drainage System is depicted on schematic drawings prepared by CSRS attached hereto and made a part hereof as Exhibits C-1 and C-2.

i) A subsurface drainage pipe shall be required to be installed in each side yard space of all Lots pursuant to the following provisions: Commencing at or near the front build-to-line of the Lot, a six (6") inch diameter solid pvc drainage pipe (D2729) shall be installed within a trench at the center of the five (5') foot wide side yard on each side of the Structure. The subsurface drain pipe (hereinafter **“Subsurface Drainage Pipe”**) shall be sloped approximately one-half (0.5) percent from the front build-to-line to the rear of the Lot as called for hereinafter. For Rear Load Lots (that are not Corner Lots) the Subsurface Drainage Pipe shall be installed in each side yard of the Lot in a trench from the front build-to-line to a location between the 15' rear building line and the rear 10' utility servitude (hereinafter referred to as **“Terminus Point”**). The Subsurface Drainage Pipe shall not encroach into the rear ten (10') foot utility servitude. For Front Load Lots (that are not Corner Lots) the Subsurface Drainage Pipe shall be installed in each side yard of the Lot in a trench from the front build-to-line to the rear property line (Terminus Point). For Corner Lots the Subsurface Drainage Pipe shall be installed in the side yard of the Lot that is located away from the public street right-of-way from the front build-to-line to the to within three (3') feet of the 5' build-to-line for Alley-

Loaded Lots (Terminus Point). For Corner Lots that are also Front Load Lots the subsurface Drainage Pipe shall be installed in the side yard of the Lot located away from the public street right-of-way from the front build-to-line to rear property line of the Lot. No portion of the drainage assembly shall encroach over and into any utility servitude that exists on the rear portion of any Lot. For the side yard that is adjacent to the public street right-of-way for Corner Lots the Owner/Builder is not required to comply with the provisions of this subparagraph provided however the Owner/Builder may elect to utilize the concepts and techniques that are set forth in this subparagraph in the event the grades of the Corner Lot are not sufficient to properly drain such lots to the public street right-of-way that is adjacent to the side property line of the Corner Lot.

ii) Upon installation of the Subsurface Drainage Pipe within the trench located at the center of the five (5') foot side yard, the Owner/Builder shall install the following: For enhancement of drainage within the side yard, the Owner/Builder shall incorporate three (3) six (6") inch PVC Drain Tees (#6P01) (hereinafter referred to as "**Drain Tees**") into the Subsurface Drainage Pipe at the following locations: One (1) located near the front of the Dwelling, one (1) located near the midpoint of the length of the Dwelling and one (1) located near the rear of the Dwelling. The Drain Tees shall be aligned on the Subsurface Drainage Pipe vertically with approximately 12" of the Drain Tee exposed over the Subsurface Drainage Pipe. Following installation of the Drain Tees as set forth above, the Owner/Builder shall install at the designated Terminus Point of the Subsurface Drainage Pipe a drywell (hereinafter referred to as "**Drywell**"). The Subsurface Drain Pipe shall discharge over the Drywell which measures 24"x24"x24" and which is lined and covered with "non-woven filter cloth" and filled with either pea gravel and/or #57 limestone and/or a combination thereof. At the Terminus Point of the Subsurface Drainage Pipe a "pop-up" drain shall be installed that has been modified by drilling a hole in the center of the bottom of it to allow any excess water in the Subsurface Drainage Pipe to slowly discharge from the Subsurface Drainage Pipe into the Drywell (hereinafter referred to as "**Modified Pop-Up Drain**"). The Drywell shall be located under the Modified Pop-Up Drain. The top of the Drywell shall be covered with the filter cloth described above then brought to grade with fill sand and sod around the Modified Pop-Up Drain.

iii) After installation and/or connection of the Drain Tees and the Drywell/Modified Pop-Up Drain assembly to the Subsurface Drainage Pipe within the side yards and to further enhance the drainage of the side yard space the Owner/Builder shall install/connect three (3) minimum diameter four (4") inch PVC gutter downspout laterals (hereinafter "**Gutter Downspout Laterals**") to the Subsurface Drainage Pipe. The Gutter Downspout Laterals shall each be laid to the edge of the Dwelling within the side yard as follows: One (1) near the front build-to-line, one (1) mid-point of the length of the Dwelling and one (1) located near the rear corner of the Dwelling. The Gutter Downspout Laterals shall be installed by Owner/Builder for connection to gutter downspouts that would discharge to the side yard area(s) of the Lot. If the Owner does not plan to install gutter/downspouts on the Dwelling, the Gutter Downspout Laterals shall be installed for future connection by others to gutter downspouts installed by future Owners. The Gutter Downspout Laterals shall be installed with a minimum one-half (0.5%) percent fall from the Dwelling to the Subsurface Drainage Pipe.

iv) Upon installation of the Gutter Downspout Laterals, the Owner/Builder shall backfill the Subsurface Drainage Pipe with a minimum six (6") inch earthen cover and create a swale (hereinafter referred to as "**Drainage Swale**") at the center of the five (5') foot side yard over the Subsurface Drainage Pipe having a minimum two (2.0%) percent fall from front of the Lot to rear of the Lot (the Drywell). The Owner/Builder shall then install one (1) 12"x12" NDS #1212 green drainage grate together with a NDS #1230 low profile adapter (hereinafter collectively referred to as "**Drainage Grate**") at each Drain Tee location on the Subsurface Drainage Pipe (the top portion of the Drain Tee shall be removed to allow installation of the Grate at elevations that will achieve the two (2%) percent slope/fall of the swales/Grate to the Drywell).

(e) Notwithstanding anything to the contrary contained herein, the Owner/Builder may substitute alternative materials in lieu of turf grass in the construction of the Harveston Side Yard Grading and Drainage System set forth above (see Article VI, Paragraph 6 (a) ii)). Therefore, in lieu of turf grass, limestone aggregate, modular concrete pavers and/or other materials that have been submitted to, reviewed by and approved by the Architectural Control Committee may be utilized to pave the side yards. However, the provisions, specifications and construction techniques stipulated in subparagraph (d) of this paragraph shall have been complied with prior to the installation of any turf grass or an alternative material as set forth herein and particularly the two (2%) percent slope of the swale shall be established.

(f) In the event that the Harveston Side Yard Grading and Drainage System installed pursuant to this paragraph is not sufficient to curtail erosion of areas located adjacent to or near the Drywell (areas located on the Lot, the adjoining Private Servitude of Access or an area of Common Property or properties owned by others) then additional erosion control measures/procedures shall be undertaken by Owner/Builder. Among additional erosion control measures/procedures that may be employed by an Owner/Builder are down slope erosion control fabric and/or other materials, addition of subsurface piping to a drainage area capable of handling the discharge of storm water from the Lot.”

8.

The provisions of Article VI, Paragraph 23 are hereby amended, revised, supplemented and restated so that Paragraph 23 entitled “Vehicles and Trailers” shall henceforth reads as follows:

“23. Vehicles and Trailers.

(a) No motor vehicle, electric vehicle, golf cart, trailer (utility, boat, horse or other type), camper, school bus, motor home, commercial vehicle or trucks (larger than a “pickup”), boat, or recreational vehicle shall be parked on any Lot other than within a Structure approved by the Architectural Control Committee without the specific approval of the Architectural Control Committee, and only then on such additional parking areas as specified by the Architectural Control Committee and within enclosures or behind screening erected in accordance with the Application submitted to and approved by the Architectural Control Committee. Notwithstanding the provisions of this subparagraph, automobiles owned, leased and utilized by the Owner and/or the family member or Owner’s Guest may be parked on the driveway of the Lot. However, it is the policy of the Architectural Control Committee to minimize to the greatest extent possible the view of automobiles parked on driveways. Therefore, Owners are encouraged to park and/or store vehicles in their garages to the greatest extent possible and garage doors shall be kept closed when not in use.

(b) The Architectural Control Committee, in reviewing the Application for any proposed Structure, may require that special parking areas be made available for recreational vehicles, boats and/or any other vehicles.

(c) While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by Builders during actual construction, the use, appearance and maintenance of such a building or trailer must be specifically approved by the Architectural Control Committee prior to its being moved onto the Property.

(d) Only vehicles bearing current license and registration tags, as required by state law, may be parked in the Community.

(e) No vehicle shall be parked so as to create a temporary obstruction to visibility at a street intersection or the intersection of a street and an Alley.

(f) No repair, maintenance or restoration of automobiles or other authorized vehicles (except for bona-fide emergencies) may be carried out on any Lot or at any location within the Community unless and except to the extent such repair, maintenance or restoration can be accomplished inside an enclosed garage with all doors to the said garage closed.

(g) Changing the oil of any vehicle or other equipment within the Community is prohibited. This restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept on a Lot within an enclosed garage.

(h) The Association shall have the right to have any, motor vehicle, electric vehicle, golf cart, trailer or any equipment referred to in subparagraph (a) of this paragraph which is parked, kept, maintained, constructed, reconstructed or repaired in violation of this Declaration towed away at the sole cost and expense of the Owner of the Lot where the vehicle/equipment is located and/or the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the Lot Owner and/or a family member of the Owner and a Guest of owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by an Assessment lien, and the Association may enforce collection of such amounts in the same manner provided for in this Declaration for the collection of Assessments.

(i) Notwithstanding anything to the contrary contained herein, the Association shall have the power and authority to levy a Fine under the provisions of Article II, Paragraph 5(a) of this Declaration against the Owner of any Lot who violates and/or authorizes or allows another to violate any provision, covenant and/or restriction of this Paragraph 23 of Article VI of the Declaration. The amount of the Fine shall be established by the Association in its sole discretion. The Association shall have the power and authority to collect payment of the Fine by any lawful means available to it under the provisions of Article V, Paragraph 1(a) of this Declaration.

(j) Private Servitude of Access. Permitted use and required maintenance of Private Servitude of Access and Alleys are subject to the regulations and covenants set forth in Paragraph 31 of this Article VI entitled "Permitted Use and Required Maintenance of Alleys by Owners and Builder together with Contractors, Subcontractors and Other Workers".

(k) Regulations concerning use of Guest Parking Areas. The Guest Parking Areas located within the public street rights of way have been created for use by Guest(s) of Owners only (see definition of Guest Parking Area(s) set forth in Article I, Paragraph 19 of this Declaration. Owners of Lots shall be responsible for designating the particular Guest Parking space(s) that the Owner's Guest(s) may utilize for parking of vehicles owned/leased by Guest(s). It is preferable that Guest(s) park vehicles owned/leased by them directly in front of the Lot owned by their host/Owner. In the event that no Guest Parking space exists directly in front of the Owner's Lot or if that space is occupied at the time when the Guest arrives, then the Owner shall designate the particular Guest Parking space nearest to the Owner's Lot. The use of the Guest Parking Areas by Owners and/or members of that Owners household (hereinafter referred to as "Household Member(s)") are strictly prohibited provided however that an Owner and/or Household Members may park in the Guest Parking Area for the length of time necessary for the Owner/Household Member to load or unload groceries and/or other movable items from or into the parked vehicle. Notwithstanding anything to the contrary set forth in this Paragraph 23, the Owner and/or the Household Member is prohibited from parking any vehicle or trailer owned/leased by Owner/Household Member in the Guest Parking Area overnight."

9.

The provisions of Article VI, Paragraph 39 are hereby amended, revised, supplemented and restated so

that Paragraph 39 entitled "Swimming Pools" shall henceforth read as follows:

"39. Swimming Pools and Pool Decks.

Swimming Pools and Pool Decks (hereinafter referred to as "Swimming Pool(s)" and/or "Pool Deck(s)") may be constructed on any Lot in the Community provided the plan for the Swimming Pool, Pool Deck, pool equipment, Swimming Pool Protection Fences and Gates and Drainage Concept Plan is submitted to the Architectural Control Committee for review and receives a written approval from the Architectural Control Committee prior to construction (refer to Article V, Paragraph 4, (c) (2) of this Declaration). All Swimming Pools proposed to be placed and/or constructed on a Lot shall comply with the following provisions, specifications and requirements:

(a) The proposed Swimming Pool shall be constructed by a swimming pool contractor licensed by the State of Louisiana and the City-Parish for construction of swimming pools (hereinafter "Designated Pool Contractor");

(b) The Designated Pool Contractor shall submit to the Architectural Control Committee the permits (building permit, plumbing and electrical permit) issued by the City-Parish Building Official allowing the placement and construction of the pool on the Lot set forth on the Site Plan that is submitted to the Architectural Control Committee under the provisions of Article V, Paragraph 4 (c) 2. of this Declaration;

(c) Pool equipment shall be screened from view from the streets and/or surrounding Lots. Screening should also be designed to mitigate noise from the pool area for the benefit of those on adjacent Lots. Slides, diving boards or other pool accessories that can be seen from public streets or adjacent Lots shall be prohibited. Pools and/or pool decks shall not drain/discharge storm water or water from the pool onto adjacent Lots or Common Area;

(d) All Swimming Pools and Pool Decks are required to be completely surrounded/enclosed with Swimming Pool Protection Fences and Gates before the Swimming Pool is filled with water. Walls of the Structure and/or Accessory Structure may be used as part of such enclosure. All Gates shall be equipped with self-closing and self-latching devices. Exterior doors of any adjoining Structure or Accessory Structure need not be so equipped; and

(e) Final inspections and/or approval by the Architectural Control Committee of a Swimming Pool and Pool Deck shall be withheld until all requirements specified herein relative to Swimming Pool Protection Fences and Gates have been complied with."

10.

The provisions of Article VI, Paragraph 41 are hereby amended, revised, supplemented and restated so that Paragraph 41 entitled "Gutters and Downspouts" shall henceforth read as follows:

"41. Gutters and Downspouts. No gutter or downspout shall be installed, erected or placed on a Structure and/or Accessory Structure on any Lot unless an Application for same shall have been first submitted to and approved in writing by the Architectural Control Committee. The Application submitted to the Architectural Control Committee shall include the Site Plan described in Article V, Paragraph 4 (b) 1 a) of this Declaration showing the location of any gutter or downspout proposed to be erected, installed or placed on a Structure and/or Accessory Structure, 2) provide the type, size and design of the proposed gutters and downspouts together with materials utilized in the manufacture and fabrication of same which shall conform to all specifications and provisions set forth below:

(a) Gutters shall be either half round or ogee in form. Half round gutters shall have smooth round downspouts. Ogee gutters shall have either smooth round or rectangular

downspouts. Downspout locations must be shown on elevations and the Site Plan required by Article V, Paragraph 4 (b) 1 a) of the Declaration. In all cases it is most desirable that the gutters and downspouts be properly detailed so as to conform to the architectural style of the residence. The location of downspouts on columns should be avoided.

(b) Gutters and downspouts are to be fabricated of either copper or prefinished brown-colored metal. Prefinished off-white colored metal and galvanized metal finished gutters and downspouts may be considered for use on a case-by-case basis when the Architectural Control Committee deems these material finishes are appropriate for the architectural style of a residence.

(c) Downspouts of all gutters shall be connected to the Harveston Side Yard Grading and Drainage System in accordance with the provisions and specifications of the Harveston Side Yard Grading and Drainage System set forth in Article VI, Paragraph 19 (d) of this Declaration.

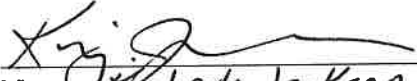
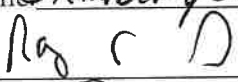
(d) The contractor selected by the Owner/Builder to install the gutters and downspout system shall determine the size and capacity of the gutters and downspouts and whether the proposed gutter and downspout system will provide proper drainage and discharge of stormwater from the roof system of the Structure and/or Accessory Structure to the Harveston Side Yard Grading and Drainage System described in Article VI, Paragraph 19 (d) of this Declaration and may request in the Application a modification of the size of the gutter, downspouts and/or Gutter Downspout Laterals that are prescribed in the provisions and specifications of the Harveston Side Yard Grading and Drainage System.”

11.

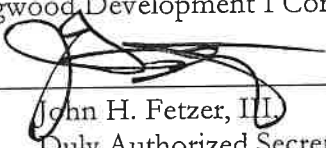
Except as amended, revised, restated and/or supplemented by the provisions contained in this Seventh Amendment to the Declaration of Protective Covenants and Restrictions for The Preserve at Harveston, the provisions of the Declaration as amended shall remain in force and effect as though the provisions of the Declaration, as amended, were set forth herein in extenso.


This Seventh Amendment to the Declaration has been signed in the Parish of East Baton Rouge, State of Louisiana on the 1st day of July, 2021, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:


Name: Kimberly Jackson

Name: Randy P. Russell

DEVELOPER:

Longwood Development I Corporation
By: 
John H. Fetzer, III
Duly Authorized Secretary


Notary Public
Name: _____
Bar Roll/Notary #: _____

Erik C. Piazza
Bar Roll No. 29382
Notary Public, State of Louisiana
My Commission is for Life.

EXHIBIT A
SWIMMING POOL PROTECTION FENCES AND GATES

Sec. 12:406. - Maintenance of swimming pools.

- (a) Every owner of a swimming pool, located in the parish shall maintain the pool in such a manner that:
- (1) The pool shall not harbor or become infested with reptiles, mosquitoes, vermin or other pests;
 - (2) The pool shall not harbor or support submergent or emergent vegetation; and
 - (3) The pool shall not collect scum, film or debris to such an extent that the water is not clear enough to permit a black disk six (6) inches in diameter on a white field, when placed on the bottom of the pool at the deepest point, to be clearly visible from the deck around the pool at all distances up to ten (10) yards measured from a line drawn across the pool through said disk.
- (b) Every owner of a swimming pool, with a depth greater than eighteen (18) inches, shall keep the pool completely enclosed with fences or walls not less than five (5) feet in height with no openings greater than four (4) inches, and composed of rigid, sturdy material. Every pool owner shall equip gate or door openings to the pool with self-closing and self-latching devices capable of keeping such gate or door securely closed at all times. Every swimming pool owner shall keep said fences, gates, and doors in a state of repair. All gates and doors shall be securely closed at all times. No waiver of this section shall be accepted as compliance.
- (c) A violation of sections 12:406—12:406.6 shall constitute a public nuisance.
- (d) In addition to the penalties and other provisions set out in sections 12.406.1 through 12.406.6, an owner of a swimming pool who fails to abate the nuisance within the fifteen-day period shall be liable for a penalty of one hundred twenty-five dollars (\$125.00) for a first violation; and upon a second violation within a two-year period, a penalty of two hundred fifty dollars (\$250.00); and upon a third and any subsequent violations within a two-year period, a penalty of five hundred dollars (\$500.00). Enforcement of this section shall be pursuant to the provisions of Title 1, Section 609, et. seq.

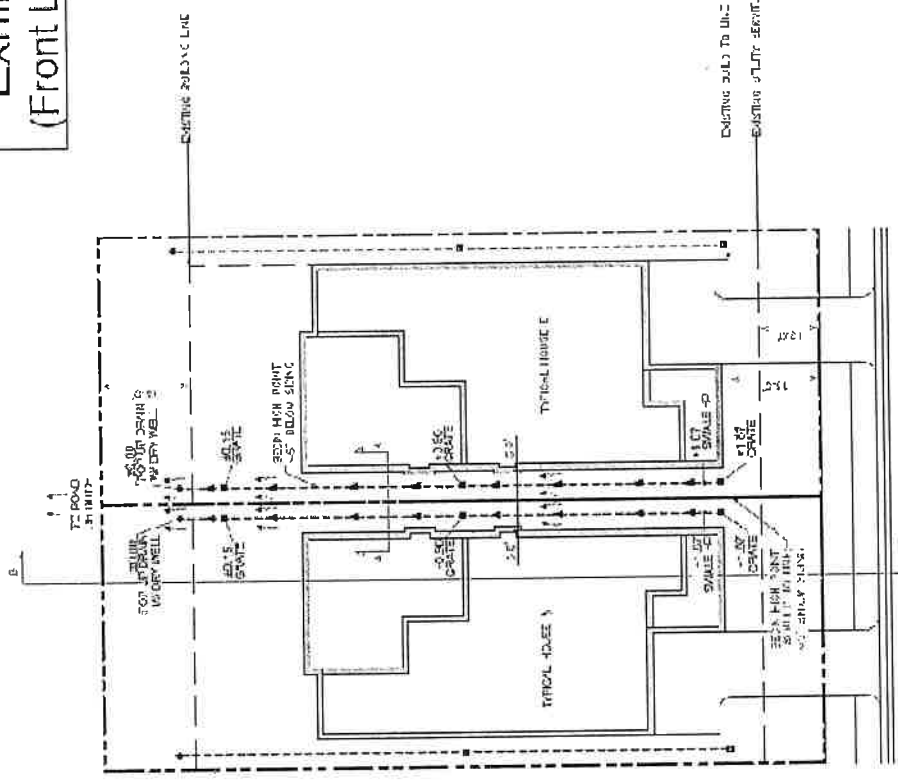
EXHIBIT C-2 HARVESTON SIDE YARD GRADING AND DRAINAGE SYSTEM FOR FRONT LOAD LOTS

Exhibit C-2 (Front Load Lots)

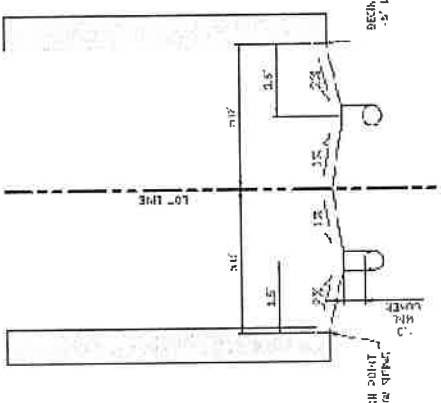
FG-MD:

SYMBOL	DESCRIPTION
	EXISTING CATCH BASIN
	18" PIPE
	12" PIPE
	6" PIPE
	4" PIPE
	2" PIPE
	1" PIPE
	1/2" PIPE
	3/4" PIPE
	1" PIPE
	1 1/2" PIPE
	2" PIPE
	3" PIPE
	4" PIPE
	6" PIPE
	8" PIPE
	10" PIPE
	12" PIPE
	15" PIPE
	18" PIPE
	24" PIPE
	30" PIPE
	36" PIPE
	42" PIPE
	48" PIPE
	54" PIPE
	60" PIPE
	66" PIPE
	72" PIPE
	78" PIPE
	84" PIPE
	90" PIPE
	96" PIPE
	102" PIPE
	108" PIPE
	114" PIPE
	120" PIPE
	126" PIPE
	132" PIPE
	138" PIPE
	144" PIPE
	150" PIPE
	156" PIPE
	162" PIPE
	168" PIPE
	174" PIPE
	180" PIPE
	186" PIPE
	192" PIPE
	198" PIPE
	204" PIPE
	210" PIPE
	216" PIPE
	222" PIPE
	228" PIPE
	234" PIPE
	240" PIPE
	246" PIPE
	252" PIPE
	258" PIPE
	264" PIPE
	270" PIPE
	276" PIPE
	282" PIPE
	288" PIPE
	294" PIPE
	300" PIPE

NOTES:
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 2. SEE ALL NOTES ON SHEET C-3.
 3. SEE ALL NOTES ON SHEET C-4.
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 99. SEE ALL NOTES ON SHEET C-100.

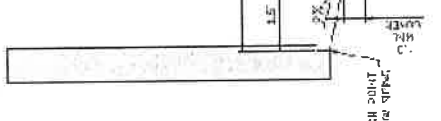


TYPICAL HOUSE C

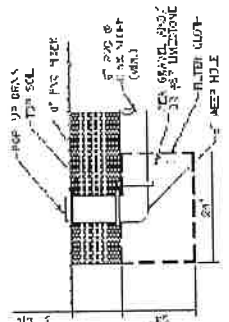


TYPICAL SECTION A-A'

TYPICAL HOUSE 4

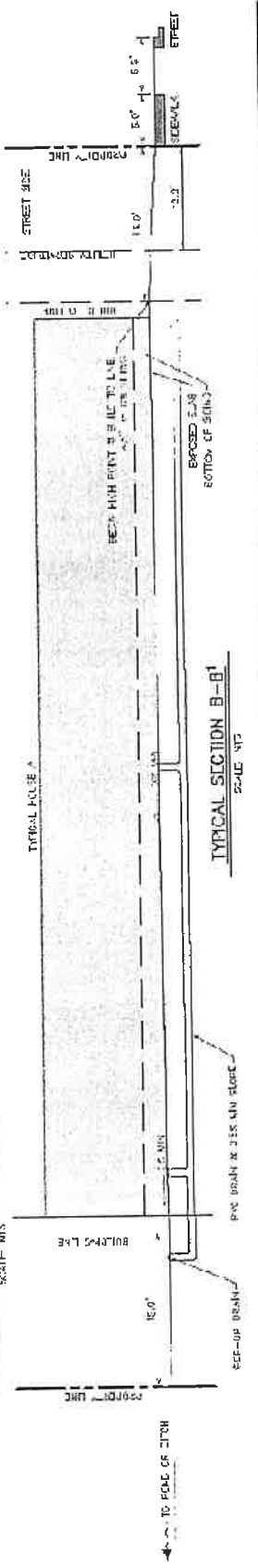


TYPICAL SECTION 4



1 POP-UP DRAIN AND DRY W/ 1\"/>

TYPICAL LOT DRAINAGE PLAN



TYPICAL SECTION B-B'