

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

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

FOR

THE PRESERVE AT HARVESTON

THIS EIGHTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE PRESERVE AT HARVESTON (“Eighth Amendment”) is made this 10 day of February, 2023, 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**”), as further amended by the Seventh Amendment to the Declaration of Protective Covenants

Page 1 of 4

Megan Carter



**Certified True and
Correct Copy**
CertID: 2023021300242

East Baton Rouge Parish
Deputy Clerk of Court

Generated Date:
2/13/2023 2:25 PM

and Restrictions for The Preserve at Harveston dated July 1, 2021 recorded with the East Baton Rouge Parish Clerk of Court and Recorder of Mortgages at Original 129, Bundle 13120 on July 1, 2021 (hereinafter referred to as "**Seventh 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, Developer wishes by virtue of this Eighth Amendment to the Declaration to supplement the provisions of Article II to include Paragraph 5 subparagraph (m) prohibiting the Developer and/or the Association from utilizing Common Area as collateral for any debt or any loan without the consent and approval of seventy-five (75%) percent of all Class A Members, and

WHEREAS, Developer wishes by virtue of this Eighth Amendment to the Declaration to amend, revise, restate and supplement the provisions of Article VI, Paragraph 21 (b) ii) a), and

WHEREAS, an error was committed in the preparation of the Seventh Amendment to the Declaration which amended, revised and supplemented certain provisions of the Declaration in Paragraph 23 (j) of Article VI referring to Paragraph 31, when in truth and in fact the paragraph that should have been referred to was Paragraph "30".

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

1.

The provisions of Article II, Paragraph 5, subparagraph (m) shall read as follows:

"(m) Except for the debt associated with the initial creation and construction of the Community Center and/or any Common Property improvements, the Developer nor the Association or its Board of Directors shall secure any debt by mortgage and/or privilege utilizing any Common Property including the Community Center and/or the Mail Center as collateral for any debt or loan without the consent and approval of seventy-five (75%) percent of all Class A Members."

Page 2 of 4



Certified True and
Correct Copy
CertID: 2023021300242

Megan Cardin

East Baton Rouge Parish
Deputy Clerk of Court

Generated Date:
2/13/2023 2:25 PM

2.

The provisions of Article VI, Paragraph 21 (b) ii) a) are hereby amended, revised, supplemented and restated so that henceforth this subparagraph shall read as follows:

- “(b) Approved fencing shall be finished in accordance with the following:
 - ii) Shadow box fences and gates shall be finished as follows:
 - a) Initially treated with Cedar Shield to prevent cracking and surface deterioration by the UV rays of the sun, then stained uniformly with two (2) coats (last coat rolled) of Benjamin Moore Exterior Oil Based Arborcoat Solid Stain, color Spanish Moss, Product No. 06404X”

3.

The provisions of Article VI, Paragraph 23 (j) are hereby amended, revised, supplemented and restated so that henceforth this subparagraph shall read as follows:

“(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 30 of this Article VI entitled “Permitted Use and Required Maintenance of Alleys by Owners and Builder together with Contractors, Subcontractors and Other Workers.”

4.

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

Megan Carver



Certified True and Correct Copy
CertID: 2023021300242

East Baton Rouge Parish
Deputy Clerk of Court

Generated Date:
2/13/2023 2:25 PM

This Eighth Amendment to the Declaration has been signed in the Parish of East Baton Rouge, State of Louisiana on the 10 day of February, 2023, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

Maria
Name: Tina Vince
Lori Davis
Name: Lori Davis

DEVELOPER:

Longwood Development I Corporation

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

[Signature]
Notary Public
Name: Erik PIZZA
Bar Roll/Notary #: 29382

Megan Carver



Certified True and
Correct Copy
CertID: 2023021300242

East Baton Rouge Parish
Deputy Clerk of Court

Generated Date:
2/13/2023 2:25 PM

Alteration and subsequent re-filing of this certified copy may violate La. R.S. 14:132, 133, and/or RPC Rule 3.3(a)(3).