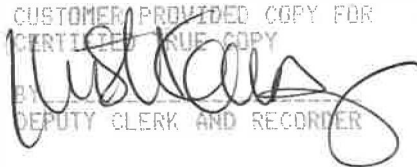


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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

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

FOR

THE PRESERVE AT HARVESTON

THIS THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE PRESERVE AT HARVESTON (“Third Amendment”) is made this ~~29th~~ day of April, 2015, 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 was 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 was recorded with the East Baton Rouge Parish Clerk of Court and Recorder of Mortgages at Original 912, Bundle 12618 on November 18, 2014 (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;

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 and supplement the Declaration in the following particulars, to wit:

1.

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

PARCEL THREE (III) (The Preserve at Harveston, Part 2):

One Hundred Twenty Four (124) 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, Part 2 (Formerly Longwood Village), and being a Subdivision of Tracts 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, being Lots Ninety-Four (94) through Two Hundred Seventeen (217), 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 April 9, 2015 as Original 883, Bundle 12645.

PARCEL FOUR (IV):

Tracts P-4-A, P-5, GS-1, GS-2, GS-3, GS-4, GS-5, GS-B, PS1 and the Private Servitudes of Access shown on the Final Plat(s) of Part 2 as Alley Tract E (Moss Grove Lane), Alley Tract F (Joe Carter Lane and Perennial Lane), Alley Tract G (Spring Fest Lane and Perennial Lane), Alley Tract H (Summer Fest Lane and Perennial Lane East), Alley Tract I (Blue Jay Way) and Alley Tract J (Autumn Fest Lane), including the concrete alleys and drainage improvements thereon.”

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 Part 2 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 2 are amended, revised and supplemented to add the following:

“The Alley-Loaded Lots in The Preserve at Harveston Part 2 are Lots 114 through 131 inclusive and 141 through 192 inclusive.”

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, GS-1, GS-2, GS-3, GS-4, GS-5, GS-B, PS1 and the Private Servitudes of Access shown on the Final Plat as Alley Tracts A, B, C, D, and Alley Tract E (Moss Grove Lane), Alley Tract F (Joe Carter Lane and Perennial Lane), Alley Tract G (Spring Fest Lane and Perennial Lane), Alley Tract H (Summer Fest Lane and Perennial Lane East), Alley Tract I (Blue Jay Way) and Alley Tract J (Autumn Fest Lane) 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, and P-5, 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 2 are Lots 119, 120, 131, 140, 141, 146, 147, 152, 153, 158, 159, 164, 165, 176, 177, 182, 183, 187, 188 and 192.”

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 2 are Lots 94 through 113 inclusive and 193 through 217 inclusive.”

7.

The provisions of Article I, Paragraph 21 are amended, revised and restated so that the same shall henceforth read as follows:

“21. “Lot” shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property, now and in the future (including but not limited to each Lot shown on the Final Plat). The term “Lot” shall include Alley Loaded Lots, Front Loaded Lots, and Townhome Sites.”

8.

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 and revised further on March 24, 2015 and recorded as Original 882, Bundle 12645 of said records; and (ii) Final Plat of The Preserve at Harveston, Part 2 (Formerly Longwood Village), and being a Subdivision of Tracts 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; and (iii) together with the Final Plats and any amendments thereof of any Additional Property that may be subjected to this Declaration.

9.

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, and P-5 and any additional ponds that are existing or subsequently created on any Additional Property subjected to the Declaration.”

10.

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, and P-5 (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.

11.

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

“The Pond Sites in The Preserve at Harveston Part 2 are Lots 114 through 131 inclusive.”

12.

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, and Parcel Three (III) and Parcel Four (IV) described 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 the remaining portion of Tract Y-4 and all of Tract Y-5, and 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.”

13.

The provisions of Article I, Paragraph 34 are amended, revised and restated so that the same shall henceforth read as follows:

“34. “Townhouse Site” shall mean each of Lots 19 through 30, inclusive, and each of Lots 82 through 89, inclusive, and each of Lots 132 through 140, inclusive, as shown on the Final Plat, together with additional Townhouse Sites as shown on the Final Plats of Additional Property subjected to the Declaration. Townhouse Sites are also referred to as Alley Loaded Lots.”

14.

The provisions of Article III entitled “Common Property” is hereby amended, revised and supplemented to add Paragraph 4 as follows:

“4. Rights of Owners. Under and pursuant to the revocable license of use of the Common Areas granted to the Association, Class A Owners have the right to use the Common Areas subject to any limitation of use contained in this Declaration or mandated by the Class B Member. Notwithstanding the above, no element of Common Area may be taken into possession by an Owner and no Owner (except the Class B Member) may take possession of any element (or a part or portion thereof) of Common Area and possess it to the exclusion of all other Owners. For example, an Owner is prohibited from annexing a portion of Common Area to his/her lot by including it within a fenced-in portion of his/her lot or creating a landscape barrier or fence for the purpose of annexing it or possessing it to the exclusion of all other Owners.”

15.

Article VI entitled "Covenants and Restrictions" is hereby revised, amended and supplemented to add paragraph 41 as follows:

"41. Gutters and Downspouts:

(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 be carefully planned to work with the architectural styles of the Structure. 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."

16.

The provisions of Article VII, Paragraph 10 (b) is amended, revised and restated so that the same shall henceforth read as follows:

"10...(b) No Limitations. The description of the Additional Property is described more fully in Article I, Section 31 hereof. Portions of the Additional Property may be added to the Property at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Property. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property."

17.

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

This Third Amendment to the Declaration has been signed in the Parish of East Baton Rouge, State of Louisiana on the 29th day of April, 2015, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

Pamela Brignau
Name: Pamela Brignau

Kimberly Jackson
Name: Kimberly Jackson

DEVELOPER:

Longwood Development I Corporation

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

[Signature]
Notary Public

Name: _____
Bar Roll/Notary #: _____

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