

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

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

FOR

THE PRESERVE AT HARVESTON

THIS FOURTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE PRESERVE AT HARVESTON (“Third Amendment”) is made this ____ day of February, 2016, by Longwood Development I Corporation, a Louisiana corporation, herein represented by its duly authorized Secretary, John H. Fetzer, III, which corporation is hereinafter referred to as “**Developer**”.

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

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

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

WHEREAS, Developer appears herein to consent to the amendment of the Declaration;

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

1.

The provisions of Article III, Paragraph 2 are amended, revised, supplemented and restated so that henceforth it shall read as follows:

“2. Maintenance.

(a) Responsibility for Maintenance of Common Property. Until such time as the act of conveyance of all of Developers’ ownership, right, title and interest in and to any Common Area has been executed by Developer and filed in the official records of the Clerk and Recorder of Mortgages for the Parish of East Baton Rouge, the Developer shall maintain that Common Area, provided however that revenue collected from Annual Assessments of the Owners may be expended to pay Common Expenses and specifically for maintenance expenses of Common Area prior to Developer’s transfer of Common Area to the Association. Subsequent to the execution and filing of the act of conveyance of all of Developer’s interest in any Common Area, the Association shall assume full responsibility of care and maintenance of that Common Area in accordance with the provisions of Article II, Paragraph 4.”

2.

The provisions of Article III are amended, revised and supplemented to add section 2 (b) as follows:

“(b) Owners Responsibility for Common Property. The Owners and particularly those Owners whose Lots are contiguous to Common Area have the responsibility to refrain from placing, storing and/or maintaining any limbs, grass clippings, debris or other organic materials (“Organic Waste”) or other trash, building materials, scrap materials and debris (“Non-organic Waste”) on any portion of Common Property. Should an Owner fail to adhere to this obligation not to place, store or maintain Organic Waste or Non-organic Waste regardless of its origin on the Common Area, the Association, its agents and/or representatives may, after the expiration of ten (10) days from date of written notice to the Owner enter upon the Common Property for the purpose of removing the Organic and/or Non-organic Waste. Such Owner shall be personally liable to the Association for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the Association Annual Assessment to which such Owner and the Lot are subject under the provisions of Article II, paragraph 5 of this Declaration.”

3.

The provisions of Article III are amended, revised and supplemented to add paragraph 4 as follows:

“4. Motor Driven Vehicles Prohibited from Common Area. No motor driven vehicle including trucks, cars, bikes, motorcycles, ATV, golf cart or other 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.”

4.

The provisions of Article III are amended, revised and supplemented to add paragraph 5 as follows:

“5. 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 maintenance costs but also to Fines. Fines shall be administered and collected as set forth in Article II, Section 5 (a).”

5.

The provisions of Article V, paragraph 1 are amended, revised, supplemented and restated so that same shall henceforth read as follows:

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

(a) 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 , the standard specifications (“Standard Specifications”) and the design guidelines (“Design Guidelines”) established by the Developer and any revisions, supplements and/or amendments thereof , and 2) the plans and specifications shown and depicted in the application (“Application”) submitted to and approved by the Architectural Control Committee for the Structure and/or Accessory Structure for a Lot in accordance with Section 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 (“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 to the Architectural Control Committee and determine whether the plans and specifications 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 Design Guidelines.

iii) the levy of Fines on the Builder or Owner

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, the Standard Specifications and the Design Guidelines.

b) for non-compliance and/or failure to adhere 1) to the plans and specifications for the Structure and/or Accessory Structure depicted/set forth in the Application (See Article V, Section 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 issued by the Plan Review Architect in connection with the review of the Application and/or 3) to 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, Section 4 to the Architectural Control Committee and receiving approval thereof under the provisions of this Article V.

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

6.

The provisions of Article V, paragraph 10 are amended, revised, supplemented and so that same shall henceforth read as follows:

“10. Fees, Deposits and Fines. In addition to the Plan Review Fee established in

Article V, Paragraph 4(c), the Architectural Control Committee may impose and collect a reasonable and appropriate construction compliance damage deposit (“**Construction Compliance and Damage Deposit**”) that may be used as follows:

(a) To offset damages or maintenance costs for actions of the Builder/Owner and/or their subcontractors, agents and/or employees causing damage to the Property, Common Areas, Lots 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 and/or Builder 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, Section 1 (b) and the enforcement of Owner responsibilities for maintenance under the provisions of Article II, Section 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, the Standard Specifications or the Design Guidelines;

(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 or Accessory Structure 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.”

7.

The provisions of Article VI, paragraph 4 are amended, revised, supplemented and restated so that same shall henceforth read as follows:

“4. House or Townhouse Quality and Size. No House or Townhouse on any Lot in the Community shall contain a floor area of heated living space of less than 1,400 square feet for single story Houses or Townhouses and 1,650 square feet for two (2) story Houses or Townhouses, exclusive of porches, garages, decks and basements. All Houses or

Townhouses shall adhere to and be constructed in accordance with the Design Guidelines. No Structure shall be erected, placed or altered on any Lot until an Application meeting all the requirements contained in Article V, Section 4 of this Declaration has been approved by the Architectural Control Committee as to conformance to the provisions of the Design Guidelines, quality of workmanship and materials, color and harmony of the exterior design with existing Structures, and as to location with respect to topography and finish grade elevation. All fences shall likewise be approved by the Architectural Control Committee. Approval by the Architectural Control Committee shall be as provided for the Article V, Section 4.”

8.

The provisions of Article VI, paragraph 7 are amended, revised, supplemented and restated so that same shall henceforth read as follows:

“7. Completion of Improvements. Prior to an Owner obtaining a certificate of occupancy (from the appropriate officials of the Parish) for any improvements on a Lot (the **“Certificate of Occupancy Date”**), an Owner (Builder) must complete the Structure and Accessory Structure as depicted and/or shown in the Application previously submitted to and approved by the Architectural Control Committee in full compliance with the provisions of the Declaration, Standard Specifications and Design Guidelines (failure to do so being hereinafter referred to as **“Non-Compliance”**). In the event of Non-Compliance, the Architectural Control Committee may give notice of such to the Owner and if such Non-Compliance deficiencies are not corrected in full within thirty (30) days after such notice (the **“Fine Date”**), then the Owner shall be assessed and shall immediately pay a Fine of \$500.00 to the Association for each thirty (30) day period of Non-Compliance beyond the Fine Date. The Association shall have lien rights to enforce collection and payment of such Fine pursuant to Article II, paragraph 5(h). If no notice of Non-Compliance is sent to the Owner within sixty (60) days after the Certificate of Occupancy Date, then such improvements shall be deemed to have been completed in compliance with Plans and Specifications previously submitted to and approved by the Architectural Control Committee. All Structures shall be completed within one (1) year from date of obtaining a permit to construct same from the City/Parish.”

9.

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

“19. Erosion Control. No Builder, Class “A” Member or their respective agents shall construct any Structure and/or Accessory Structure which would impede and/or alter the function of any drainage area or modify the comprehensive drainage plan shown in the

“Drainage Layout” for the Community which is on file and of record of the office of DPW or modify the drainage plan for a Lot shown in the Site Plan. No activity which may create erosion or which may violate the regulations of The Clean Water Act or which is in conflict with the Site Plan, the Drainage Layout on file with DPW and/or any LPDES Storm Water Permits shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee. The Architectural Control Committee may, as a condition of approval of such an Application, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and landscaping. All Owners shall adhere to the regulations of LPDES and shall adopt and comply with any existing Site Plan which includes the Owner’s Lot, or in the absence of any such Site Plan, be responsible for compliance with all requirements of LPDES.”

10.

The provisions of Article VII, paragraph 1 (b) are amended, revised, supplemented and restated so that same shall henceforth read as follows:

“1. Enforcement.

(b) The Architectural Control Committee shall have the right of abatement and/or injunction in all cases when an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within ten (10) days after date of the mailing of written notice of such violation or breach. Any such notice shall be mailed by U.S. certified mail, return receipt requested. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. The Architectural Control Committee shall have the right to bring injunctive relief to halt and restrain the actions specified in the notice to Owner without the necessity to post bond.”

Except as amended, revised, restated and/or supplemented by the provisions contained in this Fourth 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 Fourth Amendment to the Declaration has been signed in the Parish of East Baton Rouge, State of Louisiana on the _____ day of _____, 2016, in the presence of the undersigned competent

witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

Name: _____

Name: _____

DEVELOPER:

Longwood Development I Corporation

By: _____

John H. Fetzer, III,
Duly Authorized Secretary

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