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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

THE PRESERVE AT HARVESTON

THIS DECLARATION, made and entered into this 24th day of May, 2013, by Longwood Development I Corporation, a Louisiana corporation, herein represented by its duly authorized Secretary, John H. Fetzer, III and its duly authorized President, Milford Wampold III, which corporation is hereinafter referred to as "**Developer**".

WITNESSETH:

WHEREAS, Developer is the owner of the following described tracts or parcels of land in Section 51, T-8-S, R-1-E, East Baton Rouge Parish, Louisiana and known as The Preserve at Harveston, Part 1, and being more particularly described as follows:

PARCEL ONE (I):

Ninety-Three (93) 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 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 (the "**Final Plat**" or "**Plat**") made by CSRS, Inc., dated February 6, 2013, being Lots One (1) through Ninety-Three (93), inclusive, each of the lots or parcels of property ("**Lots**") 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 March 1, 2013 as Original 760, Bundle 12479.

PARCEL TWO (II):

Tracts C-1, G-1, G-4, P-1, P-2, P-3, P-3-A, P-4, GS-B, and the Private Servitudes of Access shown on the Final Plat as Alley Tracts A, B, C and D, including the concrete alleys and drainage improvements thereon, collectively referred to as "**Common Area**" and/or "**Common Property**" as defined herein and as shown and designated on the Final Plat.

WHEREAS, in order to create, establish and execute a uniform plan for the improvement, development, sale, use and enjoyment of the Property (as defined in Article I below), Developer does hereby declare, adopt and establish certain restrictions and covenants which shall hereafter affect the Lots; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the value of the Property and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the restrictions, servitudes, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of Lots; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values of the Property to create an association to which should be delegated and assigned upon the dedication and transfer of the Common Areas, the powers of owning, maintaining and administering such Common Area and improvements thereon and administering and enforcing the covenants and restrictions and collecting and disbursing the Assessments (defined herein) and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated, under the laws of the State of Louisiana, The Preserve at Harveston Homeowners Association, Inc., a nonprofit corporation (“Association”), for the purpose of exercising the aforesaid functions; and

NOW, THEREFORE, for and in consideration of the benefit to be derived by Developer, and any subsequent Owner of Lots, Developer, for itself and each and every subsequent Owner (“Owner” or “Owners”) of any and all portions of the Property, does hereby declare, adopt and establish the following restrictions, covenants and servitudes:

ARTICLE I DEFINITIONS

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

2. “Alley-Loaded Lots” shall mean those Lots bordered on the rear by a Private Servitude of Access containing an Alley. The Alley-Loaded Lots in Part 1 are Lots 1 through 14 inclusive, 19 through 72 inclusive and 82 through 89 inclusive.

3. “Annual Assessment” shall mean the amount levied by the Board annually on each Owner and the Owner’s Lot. When these Annual Assessments are paid by the Owners of all Lots, the

total amount shall be equal to the amount estimated to pay all annual Association Common Expenses as set forth in Article II, 5b.

4. **“Application”** shall mean the required submittals (**“Submittal(s)”**) of Construction Drawings and other information to the Architectural Control Committee to be made by an Owner for the approval of the construction, alteration or installation of any Structure or Accessory Structure on any Lot.

5. **“Architectural Control Committee”** shall mean and refer to John H. Fetzter, III, Milford Wampold III and Cathy Cusimano and/or such other individuals as Developer may appoint, until all Lots shall have been fully developed and permanent improvements constructed thereon and sold to third parties; after such time this title shall mean and refer to those persons selected annually by the Owners in compliance with the bylaws of the Association to serve as members of the committee.

6. **“Assessment”** shall mean an Annual Assessment, a Special Assessment or any other Assessment levied hereunder.

7. **“Association”** shall mean and refer to The Preserve at Harveston Homeowners Association, Inc., its successors and assigns.

8. **“Board”** shall mean and refer to the Board of Directors of the Association.

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, GS-B and the Private Servitudes of Access shown on the Final Plat as Alley Tracts A, B, C and D, 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 and P-4, together with any and all other improvements existing, constructed or to be constructed and/or located thereon. 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.

10. **“Common Expenses”** shall mean and refer to: (1) the actual and estimated expenses of maintaining the Common Area and/or Common Property and all improvements situated thereon whether such Common Area and/or Common Property is owned by the Developer or the Association,

(2) the actual and/or estimated expenses for operating the Association, including any reasonable legal, accounting and/or other necessary expenses and (3) any expense of the Association for which proposed Assessments may be levied under this Declaration.

11. **“Community”** shall mean The Preserve at Harveston Part 1 and any additional Part or Parts added or annexed thereto under the provisions of this Declaration.

12. **“Construction Drawings”** shall mean Architectural drawings, plans, specifications of materials, finishes and colors included in a Submittal (as defined herein) to the Architectural Control Committee.

13. **“Corner Lot(s)”** shall mean all Lots in the Community that are adjacent to the right of way of two (2) public streets or adjacent to the right of way of a public street and a Private Servitude of Access (Alley) or a Common Area. Corner Lots in Part 1 are Lots 1, 7, 8, 14, 15, 19, 38, 49, 59, 60, 68, 69, 72, 73, 81, 82 and 90.

14. **“Declaration”** shall mean the covenants, conditions, restrictions, servitudes and all other provisions set forth in this document, as amended from time to time.

15. **“Developer”** shall mean and refer to Longwood Development I Corporation, its successors and assigns.

16. **“Driveway Plan”** shall mean the plan created by Developer that indicates the proposed location on each Lot of the driveway.

17. **“Design Guidelines”** shall mean the document entitled The Preserve at Harveston Design Guidelines, as amended, that identifies the architectural typologies or styles that the Architectural Control Committee has adopted and approved for the Structures constructed in the Community together with the standard architectural features and specifications that are associated with the selected architectural typologies and styles, and the standards of quality and a description of materials and equipment that are required to be incorporated into every Structure (as defined herein) constructed in The Preserve at Harveston.

18. **“Front Loaded Lots”** shall mean those Lots bordered on the front by a public street right of way. The Front Loaded Lots in Part 1 are Lots 15 through 18 inclusive, 73 through 81 inclusive and 90 through 93 inclusive.

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 by guests of Owners.

20. **“House”** shall mean a single family residential Structure designed for human occupancy, not including any Accessory Structure or garage.

21. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property, now or in the future. The term "Lot" shall include Alley Loaded Lots, Front Loaded Lots and Townhouse Sites.

22. "Member" shall mean each Owner and shall refer to Class A Members and to the Class B Member.

23. "Owner" shall mean and refer to the record owner(s), whether one or more Persons, of the fee simple title to any Lot which is a part of the Property.

24. "Parish" and/or "City Parish" shall mean and refer to the City of Baton Rouge/Parish of East Baton Rouge.

25. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

26. "Plat" or "Final Plat" shall collectively mean and refer to the 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, as revised and/or amended from time to time, together with the Final Plats and any amendments thereof of any Additional Property that may be subjected to this Declaration.

27. "Pond(s)" shall mean and refer to the ponds presently situated on Tracts P-1, P-2, P-3 and P-4 and any additional Ponds that are existing or subsequently created on any additional property subjected to this Declaration.

28. "Pond Tract(s)" shall mean Tracts P-1, P-2, P-3 and P-4 (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.

29. "Pond Site" shall mean the Lot(s) that abut the Ponds, together with any future Lot(s) that abut the existing or future Ponds. Pond Sites in Part 1 are Lots 49 through 59 inclusive, 82 through 89 inclusive, 31 through 38 inclusive and 73.

30. "Pond Site Owners" shall mean the Owners of Pond Sites.

31. "Property" shall mean and refer to Parcel One (I) and Parcel Two (II) described hereinabove, 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.

32. "Special Assessment" shall mean a charge against an Owner and such Owner's Lot representing a portion of the costs to the Association for the purpose of funding major capital repairs, maintenance, replacements and improvements, pursuant to the provisions of Article II, Section 5(d) hereof.

33. "Structure" shall mean and refer to: (i) a thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any House or Townhouse, building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill, ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than three (3) inches.

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

35. "Townhouse Site Owner" shall mean any Owner of a Townhouse Site as shown on the Final Plat or the Final Plats of Additional Property subjected to this Declaration.

36. "Townhouse" shall mean a single family residential Structure designed for human occupancy, (not including any Accessory Structure or garage) that may be attached to another Townhouse.

ARTICLE II ASSOCIATION MEMBERSHIP AND ASSESSMENTS

1. **Membership.** Every Person or entity who is a record Owner of the fee simple title, in and to any Lot, which is subject to this Declaration shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. When more than one Person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot. When one Person is record owner of the fee simple title to more than one Lot, such Person shall have as many votes in the Association as such Person has Lots.

2. **Voting Rights.** The Association shall have two classes of voting memberships:

Class A. Class A Members shall be all those Owners as defined in Paragraph 1 of this Article with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the fee simple title ("**Class A Member**").

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to the same number of votes as are cumulatively held by all Class A Members plus one, provided that Class B Membership shall cease at such time as the Developer holds less than one (1%) percent of the total number of votes held by all Members of the Association excluding the votes of the Developer as Class B member, provided, however, in no event shall Class B membership cease to exist prior to December 31, 2025, unless the Developer chooses to abolish Class B membership at some earlier date. At such time as Class B membership ceases to exist, the Developer shall remain a Class A Member as to each Lot then owned by the Developer ("**Class B Member**").

Both Class A Members and the Class B Member shall be referred to collectively as "**Member**" or "**Members**".

3. **The Board of Directors.**

(a) The Board of Directors of the Association ("**Board**") shall manage the affairs and business of the Association.

(b) The number of Members serving on the Board shall be no more than seven (7) nor less than three (3) selected by the Members for one (1) year terms. Except as set forth in Section 3(c), the Board shall be elected by a majority of the Members present at the Annual Meeting of the Association as set forth more fully in the by-laws.

(c) During the period of time that the Class B shares are outstanding, the Developer shall appoint the Board of Directors.

(d) Notwithstanding anything to the contrary contained herein, the Developer shall appoint the initial Board of Directors.

4. **Maintenance.**

(a) **Association's Responsibility.** Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Property. The Association's maintenance responsibility with respect to the Common Property shall be deemed to include, but not be limited to the maintenance and repair of all improvements situated on any Common Area, except that certain Owners of Lots shall be responsible for the maintenance of items referred to in subparagraph (b) of this paragraph and except that the Parish shall be responsible for the maintenance

of the items referred to in sub-paragraph (c) of this paragraph.

i) The Association shall maintain and be responsible for the improvements constructed near the entrance of the Community including but not limited to the monument sign, the pigeonier, lighting (including poles, bases and fixtures), landscaping, irrigation, electric service, the masonry walk and improvements situated on or near Preservation Bridge.

ii) The Association shall also be responsible for mowing, edging, trimming and/or maintaining all plantings or landscaping in any portion of the street right-of-way that lies adjacent to Common Property, i.e., those portions of the street right-of-ways that are adjacent to the Common Areas at the entrance to the Community.

iii) The Association shall be responsible for maintaining portions of the public rights of way at the intersection of Preservation Way and Harveston Way and any improvements situated thereon which in any way benefit or add value to the Community, such improvements include but are not limited to, street lights or other lighting (base, pole and fixture), electric service lines and conduit, meters (not maintained by the Parish or a designated utility company) masonry walks, trails, trees, landscaping and irrigation system.

iv) The Association shall be responsible for maintaining insurance coverages in effect for the Common Areas of the Property, in such types and amounts as the Board of Directors shall determine in its sole discretion, which may be amended from time to time, as necessary.

(b) Owner's Responsibilities. The responsibility of each Owner shall be as follows:

i) Except as otherwise set forth below with regard to the Townhouse Sites, each Owner of a Lot, whether vacant or occupied, shall keep and maintain that Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to painting, repairing, replacing and care for fences, roofs, gutters, downspouts, building surfaces, trees, plants, shrubs, grass, walls and other exterior improvements. The Owner of an Alley Loaded Lot engaged in the construction of a Structure or Accessory Structure shall be responsible for adhering to the limitations of use and for maintaining the Alley and the Private Servitude of Access as set forth in Article VI, Paragraph 30 hereof. Should any Owner of a Lot fail to maintain his/her Lot or the improvements thereon as set forth hereinabove, the Association, its agents and representatives, may, after the expiration of ten (10) days from date of written notice to the Owner of such Lot, enter upon the Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Association, in the exercise of its sole discretion, deems necessary or advisable. 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 Assessment to which such Owner and the Lot are subject under the provisions of Article II, paragraph 5(a) hereinbelow. Written notice shall be sent by U.S. Certified Mail, Return Receipt Requested. Although notice given as herein provided shall be sufficient to give the Association, its agents and representatives, the right to enter

upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Association to mow, clear, cut or prune any Lot; to provide garbage or trash removal service, or to perform any exterior maintenance.

ii) In addition to the responsibilities set forth in (i) above, and to the extent not inconsistent therewith, the Townhouse Site Owners shall have the following additional responsibilities at no expense to the Association:

a) Sewer and Other Utility Lines. Each Townhouse Site Owner is responsible for fixtures and other utility lines and services primarily servicing such Owner's Townhouse Site, regardless of the location of such utility lines and services. Additionally, each Townhouse Site Owner is responsible for all bills for electricity, water, sewage, gas, telephone and any other service, repair or maintenance service or utility used or consumed on the Owner's Townhouse Site.

b) Party Walls and Fences. Each wall or fence which is built as a part of the original construction of any Townhouse Site and placed on the dividing line between the Townhouse Sites shall constitute a party wall or fence. The cost of reasonable repair and maintenance of such party wall or fence shall be paid by the Owners of the Townhouse Sites connected by the party wall or fence. Such expenses shall be divided equally between the two Owners unless the general rules of Louisiana law regarding party walls or fences and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

c) Maintenance of Shared Roof. The nonliving areas of each Townhouse Site may share (in part) a common roof with adjoining Townhouse Sites. For uniform maintenance, repair and upkeep, expenses shall be apportioned as follows: The expense for the maintenance, repair and upkeep of that portion of the roof covering the nonliving areas of each Townhouse Site (i.e., that portion of a Townhouse Site's roof not severed by a party wall protruding through the roof), shall be the responsibility of the grouped Townhouse Sites sharing such common roof. Such expenses shall be divided equally between the Owners of the grouped Townhouse Sites unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto.

d) Exterior Structural Improvements / Roof over living areas. The cost of reasonable repair, maintenance or replacement of the structural integrity and exterior appearance of the Townhouse (including garage and exterior lighting) shall be the responsibility of the Owner of the Townhouse. Such responsibility includes, without limitation, the maintenance, repair and upkeep expenses of the roof over the living area of the Owner's respective Townhouse (i.e., that portion of a Townhouse roof severed by a party wall protruding through the roof). This obligation includes the Owner's obligation to maintain, repair and upkeep the flashing on such Owner's roof which is adjacent to, but not on top of, the party wall. Notwithstanding the foregoing, the cost of repair, maintenance and replacement of the portion of the roof shared in common shall be governed by subsection (c) above.

e) HVAC Units and Utility Meters. The cost of repair, maintenance, or replacement of the heating, ventilating and air conditioning systems, compressors, components, utility meters and any other electrical equipment shall be the responsibility of the Owner of the Townhouse Site(s) these systems service. The heating, ventilating and air conditioning systems servicing the Townhouse Sites may be located on two adjoining Townhouse Sites (i.e., straddle the property line of two Townhouse Sites). In such instances, the Owner of such Lot and the Association hereby grants a limited servitude of access across the exterior of such Lot for the purpose of maintaining, repairing, reading and accessing such heating, ventilating and air conditioning systems.

f) Destruction by Fire or Other Casualty. If a Townhouse is destroyed or damaged by fire or other casualty, the Owner shall either replace or repair the Townhouse. The intent of the foregoing provision is to ensure each Townhouse Site is built out and does not remain vacant or in disrepair. The Owner shall begin replacement or repair of the Townhouse within six (6) months following the casualty. Such replacement or repair shall be completed within a reasonable time, not to exceed twelve (12) months, and shall be in accordance with the Design Guidelines. The Association shall have the authority and power to enforce this provision and may seek all available remedies at law and equity.

g) Right to Contribution Runs With Land. The right of contribution for the payment of expenses for party walls and fences from another Townhouse Site Owner under this Declaration shall be appurtenant to the land and pass to such Owner's successor in title.

iii) The Owner of a Lot shall be responsible for the maintenance and repair or replacement of the sidewalk constructed and located adjacent to the Owner's Lot to a standard or condition in the sole discretion of the Architectural Control Committee. The City Parish shall have no responsibility for liability or maintenance of the sidewalks.

(c) **Responsibility of the Parish of East Baton Rouge.** The Parish shall be obligated to maintain the public streets and rights of way and the drainage structures within all public drainage servitudes as shown on the Final Plat. The public, and specifically the Parish, shall have no responsibility whatsoever for maintenance of any tract designated on the Final Plat as Common Area, Common Property or Private Servitude of Access (i.e., Alley Tracts A, B, C and D).

i) Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree to hold the Parish free and harmless from any claim for maintenance, repair, construction and/or reconstruction of any portion and/or part of the Common Area, Common Property or Private Servitudes of Access and to release the Parish from the payment of any claim for maintenance, repair, construction or reconstruction, including attorney's fees and costs related or in anywise associated with such claim.

5. **Covenant for Maintenance and Capital Improvement Assessments.**

(a) **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments which may be levied by the Association, (2) Special Assessments to be established and collected as hereinafter provided, and (3) any fine ("**Fine**") levied by virtue of the provisions of this Declaration. The Annual and Special Assessments and Fines together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment or Fine became due. The personal obligation for delinquent Assessments and Fines shall not pass to the Owner's successors-in-title unless expressly assumed by successors-in-title. Failure of any Owner to pay Annual or Special Assessments or a Fine 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.

(b) **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Areas and the improvements thereon, if any, the repair and replacement of improvements on the Common Areas, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

(c) **Computation of Annual Assessments.** If the Association incurs ongoing Common Expenses, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget and the proposed Annual Assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The Annual Assessments shall be equally divided among the Lots so that the Annual Assessments shall be the same for each Lot. The budget shall be deemed approved at the annual meeting by either a vote of (i) the Developer, so long as there is a Class B Member; or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting. In the event there is a conflict between Class A Members and the Class B Member concerning the approval of any budget submitted by the Board to the members, the decision and vote of the Class B Member shall be final and determinative. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and Annual Assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a Special Assessment.

(d) **Special Assessments.** After the Common Areas have been transferred or dedicated to the Association by the Developer, in addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, Special Assessments applicable to that year only for the

purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of at least two-thirds (2/3) of the Class A Members and additionally the assent of the Class B Member, if any, voting in person or by proxy at a meeting duly called for such purpose. Special Assessments may also be levied by the Association if for any reason the Annual Assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the Members as set forth above.

(e) Notice and Quorum for any Action Authorized Under Sections (c) and (d).

Written notice of any meeting called for the purpose of taking any action authorized under Section (c) or (d) above shall be sent to all Class A Members and the Class B Member not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the meeting called, the presence of Members in person or through proxies entitled to cast fifty percent (50%) of all the votes of Class A Members shall constitute a quorum, except that as long as the Class B Member is in existence, the only requirement for a quorum shall be the presence of an officer or director of the Class B Member. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be noticed less than ten (10) days following the date of preceding meeting. Notwithstanding the foregoing, for so long as the Class B Member is in existence, the affirmative vote of the Class B Member shall be the only vote necessary to take any action authorized under Section (c) or (d) above.

(f) Rate of Assessment. Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or in an annual lump sum in the discretion of the Board. Notwithstanding the preceding, Special Assessments or Fines for non-compliance with this Declaration as set forth in Article V shall be allowed.

(g) Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. The Board shall determine the date of commencement for Annual Assessments. All Owners of Lots shall be responsible for Annual and Special Assessments, provided however that no Annual or Special Assessment shall be due on Lots owned by Builders (as hereinafter defined) until title to the Lot(s) have been transferred to permanent Owners; the Developer shall not be responsible for Assessments on Lots owned by the Developer. To the extent that the Developer is the Class "B" Member, Developer shall in its sole discretion either loan funds to the Association to cover cash flow deficits or fund any deficit which may exist between the Assessments and the annual budget. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a specified Lot is binding upon the Association as of the date of its issuance.

(h) Effect of Nonpayment of Assessments and Fines; Remedies of the Association.

Any Assessment(s) or Fine(s) which is not paid when due shall be delinquent. If the Assessment or Fine is not paid on or before the due date thereof, the Assessment or Fine shall bear interest from the due date at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the Assessment or Fine and may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees in either of such actions shall be added to the amount of such Assessment or Fine. Each such Owner, by his/her acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid for the interest foreclosed at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas, abandonment of his/her Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure or dation en paiement.

(i) Subordination of the Lien to Mortgages. The lien of the Assessments or Fine provided for herein shall be subordinate to the lien of any mortgage, purchase money security deed, or security deed representing a lien on said property. Sale or transfer of any Lot shall not affect the Assessment and/or Fine lien. However, the sale or transfer of any Lot pursuant to foreclosure or dation en paiement or any sale in lieu thereof shall extinguish the lien of such Assessments or Fines as to payments which became due prior to such sale or transfer. The Owner shall remain personally obligated for amount of the Assessment or Fine, together with interest, costs and attorneys fees. No sale or transfer shall relieve such Owner of a Lot from liability for any Assessments or Fines thereafter becoming due or from the lien thereof.

(j) Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and lien created herein: (i) all properties to the extent of any servitude or other interest therein dedicated to and accepted by the Parish and devoted to the public use; (ii) all Common Areas; (iii) all properties exempted (other than homestead) from taxation by state or local governments upon the terms and to the extent of such legal exemption.

(k) Annual Meeting of the Association. The annual meeting of the Association shall be held on the third Tuesday of March unless the Board by Notice to be mailed to each owner of Lot(s) shall state another date; notice of the meeting shall state the location and time of the meeting.

(l) Annual Assessment. The initial Annual Assessment shall be the full and true sum of \$750.00. The Annual Assessment shall be payable on April 1 of each year, unless the payment and collection procedures of the Association are modified by the Board.

ARTICLE III COMMON PROPERTY

1. **Rights of Developer.** Developer reserves ownership in each item of Common Property, subject to the servitudes created in favor of the Parish and/or other entities (if any) as set forth in this Declaration or on the Final Plat(s). The Developer grants to the Association a revocable license of use of the Common Areas. The Developer may redesignate Common Areas from time to time.

2. **Maintenance.** 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.

3. **Improvements.** The Developer, as long as it is the Class "B" member, shall have the exclusive right to make, build and construct improvements on the Common Areas. Improvements contemplated by the Developer are the trail system, clubhouse, swimming pool, cooking pavilion, parking lot(s), monument sign, pigeonier/guardhouse, pedestrian bridge and other improvements ("Improvements"). These Improvements may be subject to mortgages and all other servitudes, restrictions and matters of record. The Developer shall have the right to restrict use or times of use of certain Improvements situated on the Common Areas during the time when Developer is the Class "B" member. Further, Developer may use certain improvements situated on the Common Areas for any purposes including the marketing and promotion of the Community to prospective purchasers of Lots and/or homes. The Developer may allow real estate professionals or other associates to use certain Common Areas. For instance, Developer may allow its sales agents or those of a licensed broker to utilize the clubhouse as a sales office for the Community. Additionally, the Developer shall have the right to charge an Owner a fee to use the swimming pool, clubhouse and other facilities for private use and to amend the fee from time to time. Nothing herein shall obligate the Developer to construct or dedicate any such Improvements.

ARTICLE IV SERVITUDES

1. **Public Drainage Servitudes.**

(a) **Improvements within Public Drainage Servitudes.** No Builder, Class "A" Member or their agents shall construct any improvement, fence, tree or planting (including sod) within any drainage servitude or regrade and/or reshape a drainage area in any way that would impede and/or alter

the shape, slope and function of the drainage area or modify the comprehensive drainage plan shown in the "Drainage Layout", which is on file and of record in the Office of the Department of Public Works for the Parish.

(b) Maintenance of Drainage Structures. The Parish of East Baton Rouge has the primary responsibility of maintenance of drainage structures that have been constructed within the public drainage servitudes as shown on the Final Plat(s). Notwithstanding the Parish of East Baton Rouge's obligation to maintain the drainage servitudes and the improvements situated therein, it is the responsibility of each Owner not to cause any construction of any improvement, fence, trees, landscaping or sod that impedes or interferes with the grade, slope, function and flow of the drainage system as shown on the Drainage Layout.

(c) Maintenance of Servitude Area. Notwithstanding the Parish of East Baton Rouge's obligation to maintain the drainage servitudes, the Association shall mow and trim all sod and other vegetation within all drainage servitudes in order to keep same in a neat and attractive condition.

2. Private Sanitary Sewer Servitudes.

(a) Improvements within the Private Sanitary Sewer Servitudes. The areas shown on the Final Plat(s) of portions of the Property, as "Required (Req'd) Private Sewer Servitude" have been dedicated to the Harveston Waste Water Treatment District ("District"). The District has been created for the purpose of collecting, treating and discharging all wastewater produced or emanating from Structures constructed on Lots within The Preserve at Harveston. Notwithstanding the above, wastewater from the Structures situated on Lots in the Community may be collected by the District collection system and pumped by the District pump station on Lot PS-1 to the East Baton Rouge City/Parish sewerage system for treatment.

(b) Sewer User Fees. Owners shall be responsible for payment of monthly sewer user fees either to (i) the East Baton Rouge City/Parish sewerage system if the Waste Water from the Community is treated by the East Baton Rouge City/Parish sewerage system or (ii) the District if the Waste Water from the Community is treated by the District, but not both.

(c) Maintenance of the Structures, Equipment and Improvements Situated in the Private Sanitary Sewer Servitudes. The District has the primary responsibility of maintenance of structures, equipment and improvements that have been constructed and/or installed within the private sanitary sewer servitudes as shown on the Final Plat(s). Notwithstanding the District's obligation to maintain the private sanitary sewer servitudes and the improvements situated therein, it is the responsibility of each Owner not to cause any construction of any improvement, fence, trees, landscaping or sod that impedes or interferes with the grade, slope, function and flow of the sanitary sewer system.

(d) Maintenance of the Private Sanitary Sewer Servitudes. Notwithstanding the District's obligation to maintain the private sanitary sewer servitudes, the Association shall mow and

trim all sod and other vegetation within all private sanitary sewer servitudes in order to keep same in a neat and attractive condition.

3. Utility Servitudes.

(a) No improvements, wire, cable, fiber or pipe shall be installed in, on or under utility servitudes except by designated utilities ("**Designated Utilities**"). Designated Utilities mean a private or public utility regulated by the Louisiana Public Service Commission designated to serve The Preserve at Harveston by Developer. No utility company, person, firm or other entity shall have the right to locate any improvements, wire, cable, fiber or pipe in a utility servitude (or on any portion of the Property) unless specifically approved in writing by Developer, its successors or assigns.

(b) All utilities shall be installed underground. In areas where underground electrical service is provided, the Owner of each Lot shall be required to furnish an electrical servitude from the source of supply to his meter location (through means of buried conduit) for receipt of electrical service on the Lot.

(c) All Designated Utilities must submit a plan to the Developer showing the location, size and height of all equipment planned to be installed in utility servitudes on the Property and the Developer shall approve the location and appearance of the equipment prior to the installation thereof.

(d) In the event that a Designated Utility installs pipe, cable, wire or other equipment and facilities that slightly encroach over the boundaries of a public utility servitude onto a Lot or Common Property, Developer hereby creates additional public utility servitudes to cover the encroachment. The determination of whether or not the encroachment is "slight" is in the sole and uncontrolled discretion of Developer.

4. Private Servitude for Trail.

A trail system ("**Trail**") is planned for the Community. It is planned to be constructed in phases as Additional Properties are developed and subjected to this Declaration.

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

(b) The Association shall be responsible for maintenance of the Trail under the provisions of Article III, Paragraph 2 and in accordance with the terms and provisions of the act creating the servitude, even though the Trail may have been constructed on a servitude created by Developer or its affiliate in favor of the Association. The act creating the servitude may contain obligations to be performed by the Association or maintenance obligations assumed by Association such as maintenance obligations on properties owned by others. Further, portions of the Trail may be constructed on

properties that may be subject to drainage servitudes in favor of East Baton Rouge Parish and/or servitudes of access in favor of the owner of mineral estates.

(c) The Trail is designed to be used by an Owner, those persons residing with an Owner on a Lot in the Community and an Owner's guests (collectively, the "Authorized Users"). The Trails are not open to the general public. Any unauthorized use of the 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 motor driven bike, motorcycle, ATV, golf cart or other vehicle shall be permitted on the Private Servitude for Trail; except that Developer or its agents, subcontractors and maintenance crews may use the Private Servitude for Trail for purposes consistent with marketing activities and maintenance of the Community.

(e) Nothing herein shall obligate the Developer or any of its affiliates to construct the Trail.

5. Private Servitudes of Access.

The Private Servitudes of Access (i.e. Alley Tracts A, B, C & D) contain the Alleys that are described and defined in Article I, Paragraph 1 of this Declaration.

(a) The Private Servitudes of Access are Common Properties to be dedicated to the Association by an instrument executed by Developer and recorded in the official conveyance records of the Clerk and Recorder of Mortgages for the Parish of East Baton Rouge, Louisiana.

(b) Maintenance of the Private Servitudes of Access shall be by the Association as a Common Expense, whether or not the Transfer of Common Areas or Act of Dedication of Common Areas has been executed or recorded.

(c) The Association shall perform or cause to be performed such maintenance necessary to keep the Private Servitudes of Access in good condition and repair, including without limitation the following:

i) Maintaining in a commercially reasonable condition the surfaces in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability;

ii) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the areas to the extent commercially reasonably necessary to keep the area in a clean and orderly condition better than or equal to the condition existing as of the date of this Declaration;

iii) Placing, keeping in first class condition and repair and replacing any necessary or appropriate directional signs, markers, lines and lighting;

iv) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be required by the appropriate governmental authorities having jurisdiction over such matters; and

v) Maintaining the drainage pipes, boxes and grates to a condition that provides for both positive drainage of the Private Servitudes of Access and the safe operation of vehicles during inclement weather.

6. Servitude for Encroachments.

To the extent any Common Areas encroach upon or encumber any Townhouse Site, the Association, its agents and contractors, are hereby granted a valid easement and servitude of use across and upon the Townhouse Site for both the encumbrance and its maintenance.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

1. Purpose, Powers and Duties 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 submitted to the Architectural Control Committee for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Property; and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. 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, the power and duty to approve or disapprove Applications and/or Submittals (as set forth herein) for any installation, construction or alteration of any Structure or Accessory Structure on any Lot.

2. Meetings. The Architectural Control Committee shall hold meetings as often as may be established 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 mailed to each Member thereof at his/her House or Townhouse or at his/her usual place of business 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 its 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 Members 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, or any action which may 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. 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. The action of such 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 of such member shall, within five (5) days thereof, be given to any applicant for an approval 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, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure or Accessory Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure, Accessory Structure or Lot, unless an application for the construction or alteration of any Structure or Accessory Structure or Lot shall have been first submitted to and approved in writing by the Architectural Control Committee ("**Application**").

(b) The Application shall include four (4) required submittals ("**Submittal(s)**") and approvals:

- i) Preliminary Submittal;
- ii) Final Plan Submittal;
- iii) Exterior Material and Color Submittal, and
- iv) Landscape and Hardscape Plan Submittal.

The term "Application" shall be interpreted to encompass all four (4) of the Submittals outlined herein or each of the four (4) required Submittals. The required Submittals are described as follows:

a) Preliminary Submittal:

i) a site plan (minimum 1"=20' scale) showing the location of all proposed and existing Structures and Accessory Structures on the Lot, including build-to lines, building lines, building setbacks, open space, A/C condensers, meters (electrical, water and gas), stand-by generators, driveways, walk-ways, proposed and/or existing fences, gates and servitudes (including any equipment of Designated Utilities existing within the Servitudes), parking spaces including the number thereof, a tree survey showing the location of all trees in excess of 3" in diameter, drainage swales or subsurface drain piping (the "Site Plan");

ii) Floor Plan (minimum 1/8"=1'-0" scale) for the proposed construction and/or alteration of the Structure ("Floor Plan");

iii) Exterior elevations (showing the front, rear, left side and right side elevations) ("Elevations") of all proposed Structures and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed and if a corner lot, the elevation of the side of the Structure facing the side street;

iv) Completed "Request for Architectural Review", and

v) Submittal of the Plan Review Fee in the amount(s) set forth in Section 4(c) of this Article.

b) Final Plan Submittal. The Final Plan Submittal shall include the "permit set" ("Permit Set") of construction drawings that is intended to be submitted to the Building Official to obtain a building permit. The Final Plan Submittal shall consist of two (2) full copies of the "Permit Set" drawn to scale of 1/4" = 1' and shall include:

i) a Site Plan (minimum 1"=20'0" scale) showing the location of all proposed and existing Structures and Accessory Structures on the Lot, including build-to lines, building lines, building setbacks, open space, A/C condensers, meters (electrical, water and gas), stand-by generators, driveways, walk-ways, proposed and/or existing fences, gates and servitudes (including and equipment of Designed Utilities existing within the Servitudes) and parking spaces including the number thereof, a tree survey showing the location of all trees in excess of 3" in diameter, drainage swales or

subsurface drain piping;

ii) "Drainage Concept Plan" is a comprehensive plan indicating with arrows the direction of the flow of water (either sheet-flow or swale) for the Lot after the completion of the planned Structure and Accessory Structure after all grading is complete. The Drainage Concept Plan shall adhere to the Drainage Plan on file with the Department of Public Works for the Parish;

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

iv) Floor Plan (minimum 1/8"=1'0" scale) for the construction and/or alteration of the Structure or Accessory Structure;

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

vi) Door and window schedules.

c) 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:

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

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

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

i) Site Plan (minimum 1" = 20.0' scale) showing the location of all proposed and existing Structures and Accessory Structures and all build-to lines, building lines, building setbacks, open space, servitudes, driveway, a tree survey showing the location of all trees in excess of 3" in diameter, drainage swales or subsurface drain piping, plus hardscape elements such as walls, fences, walks, pools and decks;

ii) Landscape Plan showing the location of trees and beds and identifying the species of plants and trees, and their size;

- iii) Bed preparation specifications, and
- iv) Hardscape Plan showing the detail of each hardscape item.

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

i) Plan Review Fee \$300.00

The Plan Review Fee entitles an applicant to submit two (2) preliminary and two (2) final submittals for the same Structure on the same Lot. The Plan Review Fee includes the “Landscape and Hardscape Plan Submittal and the Exterior Material and Color Submittal”.

ii) Supplemental Plan Review Fee \$200.00

The Supplemental Plan Review is an additional review of the preliminary and final plans subsequent to the two (2) preliminary plan and final plan reviews. The Supplemental Plan Review is also required if changes to the Final Plan are materially different from the one originally submitted. The decision as to whether the Supplemental Plan Review Fee is charged is in the sole discretion of the Architectural Review Committee.

(d) Two (2) complete copies of each Submittal shall be submitted by the Owner to the Architectural Control Committee for The Preserve at Harveston c/o John Fetzer at 7543-A North Jefferson Place Circle, Baton Rouge, Louisiana 70809 as long as there is a Class B Member in existence. One copy of each Submittal shall be retained by the Architectural Control Committee. The other copy of each Submittal shall be returned to the Owner with the Architectural Control Committee’s comments. Preliminary plans must receive approval of the Architectural Control Committee before the Owner may submit the Final Plan Submittal. For as long as there is a Class B Membership, the Submittals shall be submitted by U.S. Mail or FedEx, overnight delivery or hand delivered to the above stated address.

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

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

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

(h) In addition to the foregoing, Owners will be given the option to choose pre-approved Plans and Specifications for a Structure. These pre-approved Plans and Specifications will be made available for review by all Owners and/or prospective Owners. Should any Owner and/or prospective Owner choose to forego the pre-approved Plans and Specifications, then submittal of Plans and Specifications as set forth above is required.

5. **Approval of Builders.** Any builder or landscaper ("**Builder(s)**"), prior to performing any work on any Lot in the Property, must first be approved by the Architectural Control Committee as to financial stability, building or landscaping experience and ability to build or landscape structures or grounds of the class and type of those which are to be built, at the sole and uncontrolled discretion of the Architectural Control Committee. No Person shall be approved as a builder or landscaper unless such Person obtains his/her income primarily from construction or landscaping of the type which builder or landscaper is to perform upon the Property, except that an Owner who does not obtain his/her income primarily from construction or landscaping may remodel and/or repair his/her Structure and/or re-landscape his/her Lot; provided the plans and specifications of the remodel, repair or re-landscape are submitted to the Architectural Control Committee and approved.

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 purely aesthetic considerations which shall be deemed sufficient. The Architectural Control Committee may issue from time to time a manual containing Design Guidelines for use by Builders and Owners in the selection of concepts, design techniques and/or materials/finishes for construction within the development. These Design Guidelines shall be utilized by the Architectural Control Committee in its review Applications. However, notwithstanding anything contained herein or in any such Design Guidelines, the Architectural Control Committee may in its discretion approve or disapprove any proposed matter 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 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 Design Guidelines 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 Design Guideline(s).

(d) Neither Developer, Plan Review Architect, the Association, the Architectural Control Committee nor any member of the Architectural Control Committee 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 of the Architectural Control Committee 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, the Association and any member 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 (as set forth herein) within thirty (30) days after receipt thereof. 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. Failure by the Architectural Control Committee to take action within thirty (30) days of the receipt of Application submitted for approval shall be deemed approval of such Application. Notwithstanding the above, the time period within which the Architectural Control Committee must act shall be extended for each day that there has been a force majeure event during the submittal/review period.

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 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. 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 either hand delivered or by certified 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 abatement as provided in Section 1(b) of Article VII hereof. In addition to the right of abatement, 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 and Deposits.** 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 damage deposit ("**Construction Damage Deposit**") that could be used to offset damages caused by the Builder and/or its subcontractors, agents and/or employees to the Property and/or the infrastructure, i.e. streets, curb, sidewalks, etc.. The Construction Damage Deposit shall be established and modified from time to time by the Architectural Control Committee.

**ARTICLE VI
COVENANTS AND RESTRICTIONS**

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 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.

2. **Design Guidelines.** All Owners have been provided with a copy of the Design Guidelines. The architectural styles that Owners of Lots can choose from for use in the design of Structures for Lots in The Preserve at Harveston are indicated below in Article VI, Paragraph 3. The

detailing, configurations and techniques for building all exterior architectural elements (i.e. walls, roofs, porches, windows, doors, shutters, columns/posts, trim, chimneys, garages, fences, beams/entablatures, cornices, etc.) shall be constructed as is appropriate for the architectural style utilized. The construction and/or reconstruction of all Structures and Accessory Structures shall comply with the Design Guidelines, unless a variance is granted by the Architectural Control Committee. The Design Guidelines are hereby adopted and incorporated into this Declaration.

3. Architectural Styles. Owners of Lots shall choose from one of the following architectural styles: (1) Creole; (2) Greek Revival; (3) West Indies; (4) French Norman; (5) Acadian; or styles found prominently in the Garden Districts of New Orleans and Savannah, the Battery District of Charleston or the French Quarter. Building typologies found within these distinctive regional areas will be considered for massing, area and fenestration on a case by case basis. The architectural styles set forth above may be supplemented with other architectural styles by the Developer and the Design Guidelines may be amended or expanded from time to time, so long as any other architectural style approved by Developer is compatible with the original styles. Each style is subject to certain detail requirements for walls/roof massing, roofs/roof pitches, exterior materials usage, exterior doors/windows/shutters, chimneys, porches, columns/posts, railings, lintels, moldings, roof edges/soffits, dormer types, roof vents, foundation edges, outbuildings, fences as set forth in the Design Guidelines.

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, adherence to the Master Product Placement and Street Composition Plan for the Community 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.

5. Placement and Location of Structures and Accessory Structures. No Structure or Accessory Structure shall be located on any Lot nearer to the property lines than the building setback lines, build-to lines and/or side yard setback lines approved by the Architectural Control Committee and/or as shown on the Final Plat. The face of the foundation of Structures (including the face of the foundation of the porch) nearest the front property line of a Lot shall be located within six (6) inches of the build-to line, but shall not encroach over the build-to line. Notwithstanding the above the front steps and the roof overhang (roof, soffit, eaves and fascia) shall encroach over the build-to line. The side yard setbacks for each Lot (except Townhouse Sites) shall be five (5) feet on each side of the Lot. The front and rear building lines and/or build-to-lines are established as shown on the Final Plat. If the Structure's floor plan submitted with the Application depicts a Courtyard or "side porch" the orientation of the Structure and the Courtyard or side porch shall be in accordance with the Courtyard

Orientation and Driveway Plan for the Community, unless the Architectural Control Committee grants a waiver and allows another orientation and location.

6. **Landscaping.** Landscape flower and shrub beds shall be a minimum of four (4) feet in width adjacent to the entire front elevation of the Structure (corner lots both street elevations), except that this requirement is not applicable to the garage/driveway areas for Front-Loaded Lots ("**Minimum Landscaping**").

(a) **Minimum landscape specifications are as follows:**

i) **Trees:** The minimum tree requirement ("**Minimum Tree Requirement**") shall be one (1) two and one-half (2 ½") inch caliper tree per lot. The Minimum Tree Requirement is in addition to any trees planted by the Developer on or adjacent to the lot.

ii) **Shrubs:** A mixture or variety of different sized shrubs (three, five, seven, ten, fifteen gallon plants or larger) shall be planted in the beds to create an initial mature look. It is recommended that all plant beds and turf areas be irrigated. The planting design shall complement the architectural style of the structure.

iii) **Turf Grass:** In all turf grass areas centipede sod will be required.

Two (2) copies of the Landscape Plan showing the location and name and size of plants shall be submitted for approval (see Article V, Paragraph 4.b.4). The minimum landscaping requirements set forth herein shall be completed upon completion of the Structure and prior to occupancy by the Owner.

Any Owner who does not complete the required Minimum Landscaping prior to occupancy of the Structure shall pay a Fine of \$300.00 to the Association for each thirty (30) day period the Minimum Landscaping is delayed beyond the date of occupancy. The Developer (or the Association) shall have the right to file a lien affecting the Owner's Lot for the collection and/or enforcement of the payment of the Fine as set forth in this Section and pursuant to the provisions of Article II, Paragraph 5(h).

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 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 (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.

8. Architectural Control and Exterior Appearance.

(a) The minimum finished floor elevation of a Structure shall be 26 ½" above the back edge of the sidewalk (the edge that is nearest to the Structure) at the center of the front of the Lot. The exterior wall finishes of the Structure shall be extended down below the floor elevation to an elevation that is 6" maximum above the finish grade line.

(b) Roof Pitch: The minimum pitch of roofs on all primary portions of the Structure shall be a minimum of 7 inches on 12 inches unless a lower pitched roof is commensurate with the architectural style of the Structure and is approved by the Architectural Control Committee.

(c) Architectural shingles are required on all roofs. Any other material or product must be approved by the Architectural Control Committee. The roofs of all Houses or Townhouses must be various shades of black, gray or earth tones. Light colored and white roofs shall not be permitted.

(d) Doors located on the front elevation shall be of wood (glass transom and/or side lights are permitted). Windows located on the front elevation shall be constructed of wood, aluminum clad wood or vinyl with SDL bars (SDL bars shall be utilized as is appropriate for the Structure's architectural typology/style). Wood doors are also required on the side elevation of a Structure located on a Corner Lot. Wood or vinyl windows (with SDL bars) are also required on the side elevations of a Structure located on a Corner Lot. Exterior door and window finishes and color shall be pre-approved by the Architectural Control Committee.

(e) No plumbing or heating vents shall protrude through the roof on the front elevation of the Structure or on the side elevation (nearest the public street, Alley or Common Area).

(f) No window air conditioning units shall be permitted.

(g) No concrete blocks used either in building foundations or walls shall be used above ground unless the blocks are covered with brick veneer, stone or stucco.

(h) Garage requirements will be set forth in The Preserve at Harveston Design Guidelines, as amended from time to time. All garages must have doors. All such doors must be kept closed when not in use.

(i) No outside clothesline shall be placed on any Lot.

(j) A television satellite dish ("Dish") may be installed on any Lot provided that the Architectural Control Committee must approve the location of any Dish.

(k) No outside above-ground wires, lines or cables, outside television antennas, radio antennas, or hanging devices shall be allowed without the prior written consent of the Architectural Control Committee. Antennas will under no circumstances be allowed to be placed in front of the farthest front or side extension of the House or Townhouse or garage on any Lot. Construction, location and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Architectural Control Committee.

(l) No healthy trees measuring six (6") inches or more in diameter at a point two (2') feet above ground level, flowering trees or shrubs may be removed unless 1) necessary in the construction of the House or Townhouse, driveways or walkways, and 2) is approved in advance by the Architectural Control Committee.

(m) Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be screened from view with brick, stucco or wood. The top of the chimney must be covered by a chimney cap made of stucco, brick, copper or a dark galvanized metal. An exposed spark arrestor on a manufactured fireplace flue is not acceptable.

9. **Weed Control.** Owners shall keep their respective Lots mowed and free of noxious weeds. In the event that an Owner fails to discharge this obligation, the Architectural Control Committee may, at its discretion, cause the Lot(s) to be mowed, and the Owner of such Lot(s) shall be obligated to pay the cost of such mowing. Each Owner shall be required to mow and maintain grass on his/her respective Lot up to the limits of the concrete curb and pavement of the street. Owners of Pond Sites shall be required to mow and maintain the area between their respective Lots and the water's edge of the Pond.

10. **Electric Transformers.** No window or door of any Structure and/or Accessory Structure (including a garage door) shall be located closer than ten (10") feet from an electric transformer.

11. **Building Materials.** No building materials and/or building equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a Structure thereon. No vacant Lot shall be used for gardening or farming purposes, except that vegetables, flowers and shrubbery may be grown for non-commercial purposes.

12. **Commercial Operation Prohibited.** No commercial business or noxious, offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community; this shall not be interpreted to restrict a Builder from erecting temporary warehouses and/or offices on any Lots for the construction of Houses or Townhouses on other Lots.

13. **Nuisances.** No noxious odors shall issue or emanate from any Lot. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereupon which may be

or may become an annoyance or nuisance to the neighborhood. No exterior speakers, horns, whistles, bells or other sound transmitting, generating or amplifying devices other than security devices used exclusively for security purposes shall be located, used or placed on any Lot in such manner that the sound emitted therefrom may be heard on any other Lot. No noise shall be permitted to exist or operate upon any Lot that may be a nuisance to any other Owner or resident. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with.

14. Temporary Structures. No trailer, barn, shed, tent, shack or garage placed or erected on any Lot shall at any time be used for human occupancy, temporarily or permanently, nor shall any Structure of a temporary character be used for human occupancy. Exteriors of Houses or Townhouses must be complete in every detail before being occupied; landscaping and onsite improvements must be in keeping with that of neighboring Houses or Townhouses. The foregoing restriction shall not preclude the temporary use of a garage, House or Townhouse or temporary building by the Developer, as approved by the Architectural Control Committee to be used as a sales or construction office, and such use shall not be construed as a commercial activity.

15. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All garbage receptacles and containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in an enclosure, the garage or otherwise screened from view from any street or Alley. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased or damaged trees which might create a hazard to property or persons on any Lot, adjacent Lot, street right of way or Alley shall be promptly removed or repaired.

16. Occupancy. No Structure shall be occupied until it is completely finished on the exterior in accordance with the Application approved by the Architectural Control Committee and the driveway surface is paved with concrete or other material approved by the Architectural Control Committee, and constructed at the location set forth on the Driveway Plan.

17. Signs.

(a) No sign of any kind shall be displayed to the public view on any Lot or House except one professional sign not exceeding 18" x 24" in size advertising the Lot for sale. Developer may maintain a sign of any size advertising Lots and Houses for sale or rent (these Lots and Houses may be owned by Developer and/or Builders approved by the Architectural Control Committee under the provisions of Article V, Paragraph 5). At the commencement of the construction of each Structure on each Lot, each Lot Owner shall erect a sign on the front portion of his/her Lot indicating the name(s) of the Owner, architect (if applicable), contractor, the Lot Number and municipal address (**the "Construction Sign"**). The Architectural Control Committee shall designate the size and specifications of the Construction Sign and each Lot Owner shall comply with same.

(b) All Structures constructed on any Alley-Loaded Lots shall display the assigned municipal

address of the Lot on the cornice or other area of the rear of the garage so that fire, rescue and safety personnel can readily ascertain/view the municipal address of the Lot during daytime and nighttime. The display of the municipal address shall conform to the official display authorized by the Developer.

(c) Other than typical seasonal door wreaths, all seasonal decorations planned for a Structure on a Lot shall be submitted to the Architectural Control Committee for approval.

18. **Mailboxes.** A cluster mailbox or mailboxes servicing all Owners of Lots will be provided at a location(s) to be specified by the Developer. No other mailboxes shall be permitted.

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.

20. **Driveways.** No Lot shall have more than one (1) driveway which driveway shall be located on all Front-Loaded Lots in accordance with the Courtyard Orientation and Driveway Plan prepared by the Developer. No driveway shall be constructed or altered on any Lot without the prior written approval of the Architectural Control Committee of the Application detailing location, size, driveway material to be used and/or other required information. Specifications shall include the proposed substance to be used in constructing such driveways, which substance shall be satisfactory to the Architectural Control Committee. For Alley-Loaded Lots, vehicular ingress and egress to and from a garage shall only be from the Alley. The driveway of an Alley-Loaded Lot may also serve as Guest Parking Areas for the use and benefit of the Owner of the Alley-Loaded Lot. A vehicle of a guest (properly parked) may encroach into the Private Servitude of Access a maximum of three feet (3'), i.e., to the edge of the concrete Alley nearest the garage of the Owner of the Alley-Loaded Lot, but not encroach over into the concrete Alley. For Front Load Lots the width of the driveway shall not exceed twelve (12') feet measured at the front property line.

21. **Fences.** The materials used, the design, style, color and location of all fencing on any Lot shall be approved by the Architectural Control Committee prior to erection and/or construction. For new construction of Structures that include fencing the submittal of the design, style, color and location of fencing shall be made with the Exterior Material and Color Submittal (Article V, Section 4,

b, 3). Fences shall conform to the following:

(a) No fencing or gates shall be erected and/or located on the Lots except (1) pine, cedar and/or cypress picket fences three (3') feet in height constructed of rough cut boards, posts and rails (#2 treated material); (2) pine, cedar and/or cypress shadowbox fencing eight (8') feet in height constructed of rough cut boards, posts and rails (#2 treated material) (shadowbox fencing shall be constructed in accordance with the drawings and specifications set forth in the Design Guidelines) and (3) wrought iron or simulated wrought iron fencing made of aluminum not exceeding eight (8') feet in height. Use of chain link fencing is prohibited.

(b) Approved fencing shall be finished in accordance with the following:

- i) Picket fences and gates shall be finished
 - a) White
 - b) White Washed
- ii) Shadow box fences and gates shall be finished
 - a) Initially treated with Cedar Shield to prevent cracking and surface deterioration by the UV rays of the sun, then
 - b) Stained uniformly with Benjamin Moore Arbor Coat Waterborne Exterior Stain Semi-Transparent – Spanish Moss
- iii) Wrought iron fences and gates shall be painted with:
 - a) Benjamin Moore DTM latex or oil based paint - Black, Bronzestone or Black Forest Green

(c) All pets must be maintained in a fenced area which shall be screened from view with landscaping and/or approved fencing materials so that the pets cannot be seen from any street right-of-way in the community.

(d) For Front Load Lots no fence shall be constructed any closer to the street right of way than twenty (20') feet back of the front build-to line. For Pond Sites no fence shall be constructed any closer to the street right of way than fifteen (15') feet back of the build-to line.

(e) Fences located between a Structure (House or Townhouse) and the side property line (i.e., fences wholly or partially within the five (5) side yard on a Lot) may contain a pedestrian or "walk" gate. The pedestrian or walk gate shall adhere to design specifications set forth in the Design Guidelines. If a pedestrian or walk gate is not included, then any fence located in the side yard shall be partially screened from view of the street right of way with landscaping approved by the Architectural Control Committee.

(f) No posts or poles or other structural member of any fence shall be placed or located so that it can be viewed from the street right-of-way from another Lot, or from Common Property (for instance a Trail or an Alley) (all posts and structural members shall be on the inside of the enclosed and/or fenced area).

(g) An Application for approval of fences shall be submitted to the Architectural Control Committee and approved by the Architectural Control Committee prior to any fences being erected, constructed, placed on or permitted to remain on any Lot, nor shall any existing fence be modified unless an Application for change/modification thereof shall first have been submitted to and approved by the Architectural Control Committee. Such Application shall be of such form and shall contain such information as is required under Section 4 of Article V of this Declaration.

(h) Due to strategic and distinct location of Lots 73 through 78 within the Community, an eight (8) foot high fence shall be constructed by Developer on a portion of the Common Area adjacent to the rear property lines of these lots. Landscaping shall be installed to partially screen this fence from view from the Bluebonnet Boulevard right of way. Responsibility for repair, maintenance and replacement of this fence shall be by the Association.

22. Animals and Pets.

(a) No animals, livestock, or poultry, of any kind, shall be raised, bred, or kept, on any Lot except that household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No more than two (2) pets shall be kept and maintained on a lot. No vicious breeds shall be permitted. What constitutes "vicious breeds or animals" shall be determined in the sole discretion of the Association.

(b) All pets must be maintained in a fenced area which area shall be screened from view with landscaping and/or fencing so that it cannot be seen from any street in the Community.

(c) All pets shall be kept on leash when outside the designated fenced area consistent with this Declaration and shall not be allowed to run free on the Property.

(d) Notwithstanding anything contained herein, the Developer may stock the Ponds with fish, waterfowl and/or other birds that it deems appropriate.

23. Vehicles and Trailers.

(a) No motor vehicle, trailer (utility, boat, horse or other type), boat, or recreational vehicle shall be parked on any Lot (other than within a Structure approved by the Architectural Control Committee), any street right-of-way (including Guest Parking Areas), Alley or Private Servitude of Access for more than a reasonable period of time in the sole and uncontrolled discretion and subject to the specific approval of the Architectural Control Committee, and then on such additional parking areas as specified by the Architectural Control Committee or within enclosures or behind screening erected in accordance with the Application submitted to and approved by the Architectural Control Committee. No trailers, recreational vehicles, campers, school buses, boats, motor homes, commercial vehicles, or trucks (larger than a "pick-up truck") shall be kept, stored, parked, repaired or maintained on any Lot, Alley, street (including Guest Parking Area(s)), servitude or right of way, in such a manner as to be

visible from any street or alley.

(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.

(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 a Lot.

(d) Only vehicles bearing current license and registration tags, as required by state law, may be parked in The Preserve at Harveston.

(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 Preserve at Harveston 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 truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle 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 vehicle or equipment. Any expense incurred by such Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the 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.

24. Recreational and Playground Equipment. No recreational and playground equipment shall be placed or installed on any Lot which is visible from any other Lot, any Common Area, the Bluebonnet Blvd. right of way, or any public street in the Community, except that basketball goals may be located in accordance with the recommendations of the Architectural Control Committee. An Owner may be required to erect fences and screening or be subject to height restrictions for recreational and playground equipment in order to comply with this Section.

25. Accessory Structures.

(a) A detached accessory structure ("Accessory Structure") may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a doghouse or a garage; a garage may also be an attached Accessory Structure. Such Accessory Structures shall not exceed twenty (20') feet in height and shall conform in exterior design and quality to the House or Townhouse on the same Lot. With the exception of a garage that is attached to a House or Townhouse, an Accessory Structure placed on a Lot shall be located only behind the House or Townhouse as such House or Townhouse fronts on any street abutting such Lot. Such Accessory Structures shall also be located within such side and rear setback lines as may be required herein, set forth on the Final Plat or by applicable ordinances. The Architectural Control Committee shall have the right to approve or disapprove the Application for any Accessory Structure to be erected on any Lot, and the construction of an Accessory Structure may not be commenced until the complete and final Application shall have been submitted to and approved by the Architectural Control Committee in accordance with the provisions of these covenants. Any Accessory Structure shall be constructed concurrently with or subsequent to the construction of the House or Townhouse on the Lot on which such Accessory Structure is located. No pre-fab or portable buildings may be used/placed on any Lot.

(b) A minimum two (2) car enclosed garage is required to be constructed on each Lot in the Community. The garage shall be constructed simultaneously with the House or Townhouse. The garage may be attached or detached from the House or Townhouse.

(c) The garage constructed on all Front Loaded Lots shall be located a minimum of twenty (20') feet back of the front build-to line.

(d) The standards and specifications for the doors of a Garage are set forth in the Design Guidelines.

26. Improvement of Lots. All construction of Structures, Accessory Structures and all other improvements shall be undertaken and completed in accordance with the following conditions:

(a) In addition to compliance with the Design Guidelines, all construction and reconstruction of any Structure and/or Accessory Structure shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities.

(b) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a Structure or Accessory Structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.

(c) No exposed, aboveground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of

which must first be approved by the Architectural Control Committee.

(d) Adequate off-street parking shall be provided for each Structure by the Owner thereof. No vehicles owned by any person or persons residing in a Structure may be parked on any public street at any time, except pursuant to the provisions of Section 23 (a) of this Article VI. Garages shall be entered from the Alley, if one is provided. See Placement Diagrams, contained in the Design Guidelines, for Alley-Loaded Lot parking accommodations.

(e) Containers for garbage and recycle bins and other refuse will be located, if outside the garage or heated area of the Structure, in a place not visible from any street and a garbage disposer is required for each House or Townhouse.

(f) Any screen porch which is a part of any Structure or Accessory Structure must have a dark color screen, and no bright color silver screens may be used.

(g) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any sidewalks, curbing or street resulting from construction on such Lot; repairs of such damage must be made prior to the completion of such construction and before occupancy.

27. **Water Supply.** No individual water supply system shall be permitted on any Lot without the prior written approval of the Architectural Control Committee. If such approval is given, such system must be located, constructed and equipped in accordance with the requirements, standards and recommendations of Federal, state and local public health authorities, and all necessary approvals of such system as installed shall be obtained from such authorities at the sole cost and expense of the Owner of the Lot to be served by such system.

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

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

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

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

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

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

(f) No motor driven bike, motorcycle, ATV, golf cart or other vehicle shall be permitted on the banks of the Ponds, Pond Tracts and/or the Private Servitude(s) of Trail.

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

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

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

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

(k) No tree or trees or other landscaping shall be planted on any Pond Lot which would result in obstructing view of the Ponds for any person situated on any other Pond Site.

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

29. Garage, Porch and Carport Sales. Garage, porch, carport and like sales shall not be conducted without approval of the Association and the consent of each Owner/Owners of adjoining and contiguous Lots and the Owners of the three (3) Lots most directly across the street from the proposed sales site.

30. Use and Maintenance of Alleys During Construction. Any and all construction-related activities and/or traffic on, to, from or for the benefit of any Alley-Loaded Lot shall only be from the Alley adjacent to the Lot, including but not limited to the delivery of materials and equipment; provided, the Alley is blocked only for the time that the materials and equipment are being unloaded and then for no longer than ten (10) minutes. Any violation of this subparagraph shall result in the Owner of the Lot as to which the violation occurred being held personally responsible for any and all damages caused by the violation, including but not limited to the cost of repairing any damages caused thereby to the Alley or the Private Servitude of Access. The Association shall have the right to assess a Fine to the Owner of the Alley-Loaded Lot under the provision of Article II, Paragraph 5(a) for violations of this covenant and any resulting damage. The Owner of an Alley-Loaded Lot shall be responsible for maintenance and cleaning of any portion of the Alley that receives mud/dirt resulting from the construction of a Structure or Accessory Structure on the Owner's Alley-Loaded Lot.

31. **Lease of Units.** No Owner may lease less than his entire House or Townhouse and there shall be no leases for a term of less than one (1) year. All leases shall be in writing, and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, any supplemental declaration affecting the Property, the Articles of Incorporation of the Association, by-laws of the Association and all rules and regulations of The Preserve at Harveston (collectively, the "**Governing Documents**"), as well as all other requirements of law and obligations to lenders. Any failure by the lessee to comply with the terms of such documents shall be a default under the lease. The responsibility for ensuring the lessee's compliance with the terms of these documents shall be that of the Owner. All leases shall include a provision that the lessee will recognize and attorn to the Association, solely for the purpose of giving the Association the power to enforce a violation of the provisions of the Governing Documents against the lessee, provided the Association gives the lessor written notice at the last known address of lessor, of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action. All leases shall contain a provision stating that the Association shall have the right to inspect the leased premises at reasonable times to confirm the lessee is in compliance with the Governing Documents, as well as all other requirements of law. The Developer and the Association shall be provided with a copy of all third party leases. Prior to the execution of the Lease, the prospective lessee shall submit to a criminal background check and credit check, the results of which shall be provided to the Association together with a copy of the proposed Lease Agreement. The costs and expense of such checks shall be borne by the requesting Owner. The Association reserves the right to deny tenancy to any prospective lessee. A candidate's criminal history may be considered. The Owner shall be responsible for any damage caused by or resulting from any violations of the terms of this Declaration by its lessee, its lessee's invitees or Owner and each Owner grants the Association the unlimited power of attorney to evict a tenant who violates the terms of this Declaration. The Association has the authority to assess any such damage to the leased premises as a Special Assessment (without regard to the voting requirements set forth in Article II, Section 5(d) hereof). Failure to pay the Special Assessment within fifteen (15) days after written notice thereof has been delivered to the Owner shall require the imposition and assessment of a late charge of \$25.00. Failure to pay the Special Assessment within thirty (30) days after written notice thereof has been delivered to the Owner shall require the imposition and assessment of a late charge of \$50.00, plus interest on the unpaid charge at the rate of twelve percent (12%) per annum. The Association shall also have lien rights with respect to any unpaid Special Assessment under the provisions of Article II, Section 5(b) hereof, as well as the right to collect attorneys' fees and court costs incurred with respect to the filing of the lien and collection of the Special Assessment.

32. **Model Homes.** Any provision of this Declaration which prohibits non-residential use of Lots and regulates parking of vehicles shall not prohibit the construction and operation of model homes or sales offices within model homes or within the clubhouse (collectively, "**Models**") by Developer or Builders engaged in the construction of Structures or Accessory Structures on Lots within the Property, or parking incidental to the visiting of such Models, so long as the construction, operation and maintenance of such Models and parking otherwise comply with all of the provisions of this Declaration. The Architectural Control Committee may also permit Lots and other areas to be used for parking in connection with the showing of Models. Any Structures constructed as Models shall cease to

be used as Models at any time the Owner thereof is not actively engaged in the construction and sale of Lots within the Property, and no House or other Structure shall be used as a Model for the sale of Structures not located within the Property. Neither the provisions of this section nor the provisions of any other section of this Declaration shall restrict or prohibit the right of the Developer or an affiliate of Developer to construct, operate and maintain Models within the Property.

33. Subdivision of Properties. The subdivision of a Lot into two (2) or more Lots, or changing the boundary lines of any Lot, after a subdivision plat has been approved and filed in the public records of East Baton Rouge Parish, Louisiana is prohibited; provided, however, that any Lot or Lots may be subdivided or re-platted with the written consent of the Architectural Control Committee. No Lot may be resubdivided if the resulting Lot has less frontage on a public street without obtaining the consent of the Architectural Control Committee and of two-thirds (2/3) of the Lots on the affected public street.

34. Combination of Lots. Subject to the approval of the Architectural Control Committee, nothing in this Declaration shall prohibit an Owner of any two adjoining Lots having frontage on the same public street or Private Servitude of Access from erecting a House or Townhouse on the two Lots, which, with the exception of Assessments and voting rights, shall be considered, for the purpose of this Declaration, as one Lot. However, the Structure built on the Lots must be on a scale comparable to other Houses or Townhouses in the Community.

35. Exterior Lighting. The number of exterior light fixtures shall be limited. All lighting should be architecturally integrated with attached Structures. Mercury vapor lights are prohibited. Landscape lighting and path lighting shall be minimal and used primarily for safety reasons. Security lighting including motion activated flood lights shall at a minimum be located beneath eave overhangs, and shall be used for emergency purposes only. No colored light bulbs shall be permitted. No lighting shall be installed which is aimed at surrounding properties, or which will intrude on surrounding property. Exterior lights shall be mounted on building surfaces up to a maximum height of twelve (12') feet. All exterior light sources shall be shielded from view by adjoining properties. Neither the provisions of this section nor the provisions of any other section of this Declaration shall restrict or prohibit the right of the Developer to install exterior light poles, bases and fixtures on Lots, within servitudes or Common Areas to light the Alleys, Trails, Ponds or other areas of the Community.

36. Occupancy. Occupancy of a Structure by more than two (2) persons per bedroom in the Structure is prohibited. For purposes of this provision, "occupancy" shall be defined as staying overnight in the Structure more than thirty (30) days in any six (6) month period.

37. Solar Collecting Panels or Devices. The Developer recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, the Developer desires to promote and preserve the attractive appearance of the Community and the improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans therefor by the Architectural Control Committee, solar collecting panels and devices may be placed, constructed or maintained upon any Lot within the Property so long

as such solar collecting panels and devices are placed, constructed and maintained in such location(s) and with such means of screening or concealment as the Architectural Control Committee may reasonably deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed from any street or from any other property (whether within or outside the Property). Notwithstanding any other provision of this Declaration to the contrary, the Developer (for so long as the Developer is a Class "B" Member) or the Association (after the Developer is no longer a Class "B" Member) shall have the right, without the consent or approval of any Owner or other person, to amend this section (which amendment may, without limitation, impose additional or different restrictions on solar collecting panels and devices) as the Developer or the Association (as applicable) deems appropriate after the effective date of this Declaration.

38. **Soliciting.** No soliciting will be allowed at any time within The Preserve at Harveston.

39. **Swimming Pools.** No swimming pools shall be constructed on any Lot. However, swimming pools may be permitted by the Architectural Control Committee if such pools are screened from view from streets. Pool decks should be no closer than four (4') feet from the Lot boundaries. Landscaping between the deck and the Lot boundaries must be installed. All pool equipment must be screened from view from the streets and/or surrounding properties. Screening should also be designed to mitigate noise. Slides, diving boards or other pool accessories in public view shall be prohibited. Pools shall not be drained onto adjacent property or open space.

40. **Yard Ornaments.** Artificial flamingos, deer, spinners, gazing balls, pirogues and such other tableau are prohibited in front yards. Typical seasonal decorations are permitted within season subject to the approval of the Architectural Control Committee.

ARTICLE VII GENERAL PROVISIONS

1. **Enforcement.**

(a) The Association, the Architectural Control Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, servitudes, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Architectural Control Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Architectural Control Committee shall have the right of abatement 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.

2. **Severability.** If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid or a violation of which is not enforced or unenforceable, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

3. **Headings.** The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

4. **Declaration Running with the Land.** The covenants, conditions and restrictions of this Declaration shall run with and shall inure to the benefit of and shall be binding upon (a) the Property; (b) the Association; and (c) all persons having or hereafter acquiring any right, title or interest in a Lot or Lots and their respective heirs and personal representatives. These covenants, conditions and restrictions shall be building restrictions in accordance with Louisiana Civil Code Article 775 et seq. and predial servitudes, with each Lot being a dominant estate and a servient estate in accordance with Louisiana Civil Code Article 646 et seq, or servitudes by destination of owner under Louisiana Civil Code Article 741.

5. **Rights and Obligations.** Each grantee of the Developer (together with each grantee's heirs, successors and assigns), by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest in a Lot or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

6. **Notices.** Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his/her Lot or at such other address as hereinafter provided. Notices to the Developer shall be in writing and shall be addressed to 4171 Essen Lane, Suite 450, Baton Rouge, Louisiana 70810, or at such different address as disclosed in a written notice of change of address furnished to all Owners. Any Owner may designate a different address for notices to him by giving written notice to the Developer. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, return receipt requested, or when delivered in person.

7. **Amendment.** This Declaration may be amended unilaterally at any time and from time to time by Developer as long as the Developer is a Class B Member (i) in order to further or execute

the Developer's uniform plan for the improvement, development, sale, use, maintenance and enjoyment of the Property, or (ii) for the preservation and enhancement of the value of the Property, or (iii) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; or (iv) if such amendment is necessary to enable any reputable title insurance company to issue title insurance with respect to the Lots subject to this Declaration; or (v) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (vi) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended only as provided in this Section.

8. **No Liability.** Developer has used its best efforts and acted with due diligence in connection with the preparation and recording of this Declaration to ensure that each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by an Owner or any other person for any reason whatsoever, Developer shall have no liability of any kind as a result of such unenforceability, and each Owner and his or her successors and/or assigns, by acceptance of a deed conveying a Lot, acknowledges and agrees that Developer shall have no such liability.

9. **No Construction Against Drafting Party.** The provisions of this Declaration shall not be construed against the Developer simply because it has drafted them.

10. **Development of Additional Property.** Developer hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property, or a portion thereof, to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Property. This option may be exercised by Developer in accordance with the following rights, conditions, and limitations, which are the only rights, conditions and limitations on such option to make all or any portion of the Additional Property subject to this Declaration:

(a) **Term of Option.** The option may be exercised by Developer at any time during a period of twenty (20) years from the date of this Declaration, provided, however, that Developer reserves the

right to terminate such option, in whole or in part, at any time prior to the expiration of such ten (10) year period by executing and filing any agreement evidencing such termination in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, and except for such termination by Developer, no other circumstances will terminate such option prior to the expiration of such ten (10) year period.

(b) No Limitations. The description of the Additional Property is described more fully in Article I, Section 30 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.

(c) Rights of Developer. If the Additional Property, or any portion thereof, is added to this Declaration, Developer reserves the right to designate the size and boundaries of the Lots and building setbacks.

(d) Residential Use. The Additional Property, if made subject to this Declaration, must be used for residential purposes only, and shall be subject to the use restrictions contained in this Declaration. Residential uses shall include detached and attached housing or any element that promotes residential use, such as an amenity, trail, walk or playground, park or pond.

(e) Effect of Termination of Option. Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Developer, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, as aforesaid, Developer shall not be obligated to impose on the Additional Property, or any portion thereof, any covenants, conditions, or restrictions the same, similar or dissimilar to those contained herein.

(f) No Obligations. The option reserved by Developer to cause all or any portion of the Additional Property to be subject to this Declaration shall in no way be construed to impose upon Developer any obligation to add all or any portion of the Additional Property or to construct thereon any Improvements of any nature whatsoever.

(g) Membership in Association. Upon exercise of the option, each Owner of a Lot in the Additional Property shall become a Member of The Preserve at Harveston Homeowners Association, Inc. The voting rights of such membership are set forth in Article II hereof.

(h) Required Documentation. The option reserved may be exercised by Developer only by the execution of an amendment to this Declaration which shall be filed in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, together with a revision of or an addition to the Final Plat showing the Additional Property or such portion or portions thereof as are being made subject to this Declaration.

Signatures on Following Page

This Declaration has been passed in the Parish of East Baton Rouge, State of Louisiana on the 29 day of May, 2013, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

Kimberly Jackson
Name: Kimberly Jackson

Mary Beth Limbers
Name: Mary Beth Limbers

DEVELOPER:

Longwood Development I Corporation

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

By: [Signature]
Milford Wampold III,
Duly Authorized President

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