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Recorded Information

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**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
AND TRANSFER OF COMMUNITY PROPERTIES**

**FOR: THE LAKES AT NORTH PARK (formerly Crystal Lakes)  
(Fillings Two through Five, and Future Filing)**

**BE IT KNOWN**, that on this 7<sup>th</sup> day of October, 2014, before the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

**NORTH PARK HOMES, L.L.C.**

hereafter referred to as the Owner Through Foreclosure, or ("OTF"), a limited liability company, represented herein by its undersigned Member, being duly authorized, who did depose and say that, availing itself of Paragraph 9.4 of the original Declaration of Covenants and Restrictions for Crystal Lakes (Filings One through Five, and Future Filings), recorded as File No. 754827, in the records of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, OTF is the owner of Two-thirds (2/3<sup>rd</sup>s) of the remaining lots, sometimes hereinafter referred to as the "Property," comprising the formerly named Crystal Lakes, now renamed and designated on the final plats of The Lakes at North Park (formerly Crystal Lakes) designated as Lots Six (6) through Two Hundred Nineteen (219), inclusive, comprising the Second (2<sup>nd</sup>), Third (3<sup>rd</sup>), Fourth (4<sup>th</sup>) and Fifth (5<sup>th</sup>) Filings on the "Final Plat of The Lakes at North Park, Second Filing, a Residential Development, Located in Sections 21 & 28, T6S-R3E, G.L.D., Livingston Parish, Louisiana, for North Park Homes, LLC," recorded on August 19, 2013, as File No. 802542; and the "Final Plat of The Lakes at North Park, Third, Fourth & Fifth Filing, a Residential Development, Located in Sections 21 & 28, T6S-R3E, G.L.D., for North Park Homes, LLC," recorded on August 19, 2013, as File No. 802543 (which final plats amended the original plats for Crystal Lakes subdivision formerly recorded on July 11, 2011, as File No. 747710 and File No. 747711, respectively), in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, hereinafter sometimes referred to as the "the official final plat."

By this act, Appearer imposes upon all of the lots and all identified and unidentified tracts in The Lakes at North Park (formerly Crystal Lakes) subdivision being Lots Six (6) through Two Hundred Nineteen (219), inclusive and all identified and unidentified tracts, the following corrections, changes, deletions and directives to the obligations, covenants, restrictions, servitudes and conditions, hereinafter set forth (for purposes of ready-reference the Paragraph captions and the numbers as enumerated in the original Declaration of Covenants and Restrictions are similarly noted herein):

In the FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS Appearer, through clerical inadvertence, failed to substitute "THE LAKES AT NORTH PARK (formerly Crystal Lakes)" in every instance that the name "CRYSTAL LAKES" was noted. (Example. Paragraph 5.) Appearer does direct that in all instances the former shall be substituted for the latter.

Paragraph 5.2 Purpose of Assessment. The last line is corrected to read: "In consideration of the expenditures that OTF has and will make to benefit the subdivision, OTF will not be assessed any dues for so long as it owns lots."

Paragraph 6.2 Signs. The second sentence of this paragraph is to be changed to read: "This prohibition shall not be applicable to OTF, or its designees."

Paragraph 6.8 Set Backs. The last sentence of this paragraph is to be changed to read: "All zero lot line residences shall conform to the zero lot lines as shown on the official plat which are those lots shown as having a Five (5') Foot Private Maintenance Easement along one of its side lines."

Paragraph 6.14 Animals. An additional last sentence to this paragraph shall read: "Dogs which bark to excess beyond the norm, as well as any other animals, which interfere with the peaceful tranquility of the neighborhood shall be considered nuisance animals and will be subject to being permanently removed from the subdivision, on the Homeowners Association receiving two or more complaints as to any particular animal."

Paragraph 6.15 Fences. The sentence within this paragraph which reads "No fence shall exceed six (6') feet in height." is corrected to read: "No fence shall exceed six (6') feet in height; however, as to side line fences which extend towards any detention lake the height of such fences shall be tapered within the last ten (10') feet towards said detention lake so that the end of said fence shall not exceed four and one-half (4 1/2'), at a downward angle not to exceed twenty (20°) degrees below horizontal."

Paragraph 6.16 Temporary Detached Structures. The last sentence of this paragraph is corrected to read: "For development purposes of the Property, OTF, and any future owner of twenty (20) or more lots, is allowed to place and operate a temporary office, storage and refuse containers, sales tent or model homes on the Property for its general purposes."

Paragraph 6.19 Prohibited Activities. This paragraph previously contained the reservation "It is OTF's

intention to later amend these restrictions in reference to lake activities." In furtherance of implementing said reservation, a new Paragraph to be designated as 6.26 is to be inserted immediately subsequent to Paragraph 6.25 and shall read as follows:

"Paragraph 6.26 Lake Activities. The individual lakes within the subdivision are, in truth and fact, detention lakes which were required to be constructed for purposes of sourcing fill soil, providing detention capacity to control water run-off and generally to meet such engineering requirements as imposed by Livingston Parish to obtain approval for development of the subdivision.

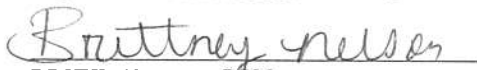
- A. These detention lakes have not been constructed nor intended to be used for recreational purposes and all recreational activities thereon are prohibited. These detention lakes, although sometimes designated as common properties, are not intended for the general use of the various lot owners within the subdivision, but are restricted for the sole use and esthetic value which they bring to the immediate contiguous lot owners that front on each particular detention lake; the latter's use and enjoyment being restricted to the width of the property owner's lot contiguous to the detention lake.
- B. These detention lakes are intended solely for the purposes heretofore enumerated and any fishing (except by property owners fishing from their own lots fronting on said detention lakes, to the full width of their individual ownership), swimming, boating or float activities are strictly prohibited. No boats or floats of any description are to be placed in, or operated on, these detention lakes. Only volunteer geese and ducks will be tolerated on the lakes, and then only in such numbers as to not constitute a nuisance. There is to be no introduction of any fish, waterfowl or other living creatures to the detention lakes.
- C. The official subdivision plats show the designation of a "15' Drainage Servitude" across the rearmost portion of each detention lake lot. No construction or installation of any permanent features can be planted, erected or constructed within said servitude which would interfere with the use of the servitude for its intended purposes. OTF and the Homeowners Association, on behalf of themselves, their designees, agents and the appropriate governmental authorities for the Parish of Livingston, reserve the right to go upon and use such servitudes for purposes of dredging or "mucking" the bottom of the lakes, cleaning or draining the lakes and to deposit, compact and level such material (as well as any off-site material) on the banks of the detention lakes to fill to the width of the servitudes.
- D. Such authorized entities may bring such equipment, labor, sub-contractors and material as is required to perform these activities. Such authorized entities may remove, without limitation, any obstructions and fencing placed within the servitudes and have no responsibility to replace them."

Paragraph 6.27 Detention Lakes Maintenance. As noted on the official final subdivision plats "The detention basins (sic) in this subdivision will not be maintained by the Livingston Parish Council or any other public body." Maintenance of the detention lakes shall be the responsibility of The Lakes at North Park Homeowners Association. However, each individual lot owner is responsible for the levelling, filling if necessary, mowing, weed and foliage control, seeding and sodding if necessary, erosion control and the general maintenance of the bank of any detention lake on which his property fronts; with such remedial work to be completed within sixty (60) days of his purchase. These obligations extend to the full width of his ownership to the water's edge, regardless of the fact that all or any portion of said bank extends beyond the rear lot line.

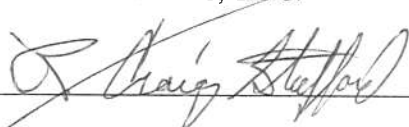
THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the day and date as first above written, before the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

  
JONI K. WILLIAMSON

  
BRITTNEY NELSON

NORTH PARK HOMES, L.L.C.

BY: 

  
CHARLES O. SIMMONS, JR., Notary Public  
Bar/Roll No. 12081