

THIRD 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 Filling)

BE IT KNOWN, that on this 23 kL day of December, 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 andersigned Member, being duly authorized, who did depase 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 Putture Filings), recorded as File No. 54827, in the records of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, OTF is the owner of Two-thirds (271th) of the remaining lots, sometimes hereinather 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, Second (2th), Third (3th), Fourth (4th) and Filth (5th) 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 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 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):

Paragraph 5.3 <u>Basis and Maximum of Annual Assessments.</u> The initial annual assessment shall be \$200.00 per lot through the annual assessment year ending December 31, 2015; and the annual assessment which begins on January 1, 2016, shall be \$250.00 for non-waterfront lots and \$300.00 for waterfront lots. The annual assessment may be increased thereafter by a vote of the Owners (including OTF), as hereinafter provided, for each succeeding year. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, set the amount of the annual assessment for any year at a lesser amount.

Paragraph 6.6 Square Footage. This paragraph shall be changed to read: "The residential lots comprising the subdivision are basically identified as Fifty (50') foot wide lots, Sixty (60') foot wide lots, Seventy (70') foot wide lots, and Seventy-five (75') foot wide and larger lots, with the Architectural Review Committee having the exclusive, non-appealable right to identify each subdivision lot as such. There shall be a minimum of One Thousand Two Hundred Fifty (1250) square feet of living area in each residence located on a Fifty (50') foot lot; a minimum of One Thousand Four Hundred (1400) square feet of living area in each residence located on a Seventy (70') foot lot; and a minimum of One Thousand Seven Hundred (1700) square feet of living area in each residence located on seventy-five (75') foot lot; and larger lots. The minimum requirements are exclusive of open porches, garages or outside storage areas. In the event the residential structure to be erected shall contain more than One (1) story, a minimum of Eight Hundred (800) square feet of enclosed living area is required on the ground floor. Living area is defined as that portion of the residence which is provided central heat and air conditioning outlets.

Paragraph 6.16 <u>Temporary Denoted Structures.</u> The last sentence of this paragraph shall be changed to read "Notwithstanding anything contained herein, for development purposes of the Property, (i) OTF, (ii) any future owner of twenty (20) or more Lots, and (iii) D. R. Horton, Inc.-Guif Coast, its affiliates and subsidiaries, shall be allowed to place and operate a temporary office, storage and refuse containers, sales tent and/or model homes on the Property for its general purposes."

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

NORTH PARK HOMES, X., L.C

BRADFORD T. PARKS, SR., MANAGING MEMBER

FREDERICKAL. PARKS, SR.

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