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FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

**For: THE LAKES AT NORTH PARK (formerly CRYSTAL LAKES)
(Filings Two through Five, and Future Filing)**

By: North Park Homes, LLC

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FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
THE LAKES AT NORTH PARK (formerly Crystal Lakes)
(FILINGS ONE THROUGH FIVE, AND FUTURE FILING)

BE IT KNOWN, that on this 30th day of August, 2013, before the undersigned notaries 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 ($2/3^{\text{rds}}$) of all of the 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, Second (2nd), Third (3rd), Fourth (4th) and Fifth (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, Third, Fourth & Fifth Filing, a Residential Community, 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."

AND

VERTEX HOMES, L.L.C.

Hereinafter referred to as "Intervenor," a Louisiana limited liability company represented by its undersigned Member, MICHAEL ROY ROBLIN, JR., duly authorized, who did depose and state that Intervenor is the owner of Twelve (12) lots designated as Lots Fifteen (15), Sixteen (16), Thirty-two (32), Forty-two (42), Fifty (50), Fifty-four (54), Fifty-nine (59), Sixty (60), Sixty-four (64), Sixty-six (66), Seventy-three (73) and Seventy-four (74), of the former Crystal Lakes subdivision, as designated on the original final plat of Crystal Lakes subdivision as previously described, recorded as File No. 747710 and File No. 747711 (now similarly designated on the final plat of The Lakes at North Park, Second Filing, recorded as File No. 802542, in the records of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, who intervenes in this Declaration and commits its lots to, and adopts, this Amended Declaration of Covenants and Restrictions.

By this act, Appearers impose 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, 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). North Park Homes, L.L.C. and Intervenor declare the termination and revocation of the previously recorded Declaration of Covenants and Restrictions for Crystal Lakes except where herein expressly adopted by reference.

1. DEFINITIONS

1.1 Association. The term "the Association" as used in these restrictions shall mean and refer to The Lakes at North Park Owners Association, which is intended to be formed at a later date. The previously mentioned Crystal Lakes Owners Association was never formed, does not presently exist and the name is herein discarded.

1.2. The term "Committee" as used in these restrictions shall mean and refer to the Architectural Review Committee of The Lakes at North Park created by these restrictions. Common Property.

1.3 The term "Common Property" or "Common Properties" as used in these restrictions shall mean all tracts shown and designated on the subdivision plats as "Detention Lakes," "West Colyell Creek," "Tract T," "Tract U," "Tract V," "Tract W," "Tract X," "Tract Y," and those portions of the "30' Gas Pipeline R/W" and the "150' Dixie Electric R/W," rights-of-way which are not included within any designated lot. Tract X (0.73 Ac.) and Tract Z (0.22 Ac.) are specifically retained by North Park Homes, L.L.C., as owner.

1.4. Lot. The term "Lot" as used in these restrictions shall mean and refer to Lots Six (6) through Two Hundred Nineteen (219), Filings Second (2nd) through Fifth (5th), inclusive. Tract Y (0.73 Ac.) and Tract Z (0.22 Ac.) are retained in ownership by North Park Homes, L.L.C., designated for commercial use and excluded from these restrictions. In addition, OTF reserves the right to declare Lots Twenty (20) and Twenty-one (21) as commercial properties and unilaterally exclude them from coverage of these restrictions. All numbered lots (subject to the foregoing reservation) are designated as residential lots.

1.5 Owner. The term "Owner" as used in these restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including OTF. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

2. PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS

2.1 Purpose. The purpose of these restrictions is the establishment of building and use restrictions for the Property that will allow for a residential community and promote a uniform plan of development and the preservation of property values for each Lot and each Owner. The Property is hereby subjected to the obligations, covenants, restrictions, servitudes and conditions herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive structures thereon, with appropriate locations thereof on the Lots; to prevent haphazard and inharmonious improvements of the Lots; to secure and maintain building setback lines; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the OTF and the Owners.

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these restrictions, including without limitation, the assessment, fine and penalty provisions, are intended as and are declared to be reciprocal, predial servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the Association and the obligation to honor and abide by each obligation, covenant, restriction, servitude and condition shall be also the personal obligation of the Owner of a Lot in favor of the Association and the Owners of other Lots. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set forth all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Committee of proposed plans for improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly, each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these

restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

3. CIVIC ASSOCIATION

3.1 Formation and Purpose. For the efficient preservation of the values and amenities in the Property, OTF does hereby delegate and assign the powers of administrating and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions and for collecting and disbursing the assessments and fines created by these restrictions to the Association, once the same has been legally organized and its existence is properly recorded. The membership, voting rights, powers and duties of the Association shall be as more fully set forth in the Articles of Incorporation of the Association and in any By-Laws of the Association, as they may from time to time be amended.

3.2 Membership. Every Owner, including OTF, shall be a member of the Association.

3.3 Voting Rights. The Association shall only have one class of membership. Owners shall be entitled to one vote for each Lot in which they hold the interest required to be an Owner. When more than one person is the Owner of a Lot all such persons shall be members of the Association 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 one Lot. An Owner, including OTF, owning more than one Lot shall entitle owner to one vote for each Lot owned.

4. THE LAKES AT NORTH PARK COMMITTEE

4.1 Formation and Purpose. To carry out the general plan of development and improvement of the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of the Lots, OTF does hereby establish and designate the Committee of The Lakes at North Park to perform the duties set forth for the Committee in these restrictions.

4.2 Committee Members. The Committee shall consist of no more than three (3) members. The Committee shall consist, initially, of one (1) member, OTF (and any successor designated by OTF) who shall serve as the sole member of the Committee until one (1) year after OTF has sold (by recorded act of sale) all Lots or until OTF resigns without the appointment of a successor, whichever occurs first. After OTF is no longer the sole member of the Committee, the Association shall have the right to elect Committee members and fill vacancies by majority vote of the Owners of the Lots.

4.3 Committee Authority. The Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. Representatives of the Committee shall have the right during reasonable hours to enter upon and inspect any Lot and any buildings, structures or other improvements on any Lot, to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event that the Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications without the necessity of showing irreparable harm or injury and without the necessity of posting any bond. Upon approval of plans and specifications, no further approval under this Article IV shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g., clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Committee upon any ground which is consistent with the object and purposes of these restrictions.

4.4 Submission of Plans: Construction Deposit. The Committee will review all construction, design and plans for consideration of primary site design issues and its architectural design. Prior to the commencement of any construction activity of any type on any Lot two complete

sets of plans and request for approval of such work must be submitted by the Owner, or its respective agent, to the Committee. Included in the application shall be such documents and other information as might be requested by the Committee and a construction deposit (the "Construction Deposit") of \$500. Approval by the Committee must be received prior to the start of grading or construction. All building plans and other pertinent documents should be sent to The Lakes at North Park Committee, c/o OTF.

Two (2) complete sets of the following information will be required to be submitted to the Committee. One set is to be retained by the Committee and one set returned to the property owner after completion of the review:

- (A) Plot plan drawn to scale showing the following:
 - 1. All proposed structures, improvements, setbacks, existing trees and natural amenities.
 - 2. North arrow and scale (20' = 1")
 - 3. Owner's name, present address and telephone number.
 - 4. Architect's/Designer's name, or Owner's representative, present address and telephone number.
- (B) Floor plan showing overall dimensions and area of structure (1/4" scale).
- (C) All major elevations (front, rear, side (2)) at 1/4" scale with overall height dimensions.
- (D) Description of all exterior materials, roof materials and colors. Samples should also be provided.

The Owner shall make the Construction Deposit payable to The Lakes at North Park Owners Association, Inc. The Committee shall have the right to require the owner to maintain a \$500 deposit amount at all times, and specifically in the event that such Construction Deposit has been depleted by prior violations. The purpose of the Construction Deposit is to insure:

- 1. Plans are submitted to the Committee as set forth herein. In the event construction of a house or other improvements are started without the prior written approval of the plans for such, then the entire amount of the Construction Deposit shall be automatically forfeited as liquidated damages to the Association. Further, all other rights of OTF, the Committee and the Association may have with respect to approval of the plans shall continue, including rights to injunctive relief, damages and other rights.
- 2. A clean job site, compliance with the restrictions, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Committee to the Lot Owner regarding any violations or damage caused by the construction. Examples of damage are the "rutting" of any rights of way, servitudes or other lots in the subdivision caused by construction related vehicles, the accidental spilling of concrete as well as purposely depositing or washing of commercial trucks and wheelbarrows on any streets or other areas of the subdivision and any trash or debris dispensed in the subdivision. If the violation or damage has not been corrected within five (5) days after date of the notice, the violation or damage may be corrected by the Committee and the cost of the same shall be charged to the Lot Owner. Said amount may be deducted, without further notice, from the Construction Deposit until said deposit is exhausted, at which time the Lot Owner will be billed for any additional expense and required to replenish the Construction Deposit amount. The Association shall have lien rights to enforce payment of any amount billed but not collected within thirty (30) days after the date of such bill. Notwithstanding the provisions of this paragraph however, neither OTF, the Association nor the Committee shall be responsible for the damage to any Lot caused by the activities of the Owner (or builder or others involved in any activity on their behalf) of any other Lot, and shall not be held responsible for any such damage if deductions are not made from the Construction Deposit or other damage collection provisions are not made for such damage. If no violations or

damage occurs (or if no deductions for such damage are made from the Construction Deposit by the Committee or the Association), the Construction Deposit will be refunded in full to the original submitter of the Construction Deposit after satisfactory completion of construction of improvements on the Lot in accordance with the approved plans as set forth in these restrictions. To the extent any of the Construction Deposit was spent for correction of any violations or damage, any balance will be refunded to the original submitter of the Construction Deposit after the satisfactory completion of the improvements.

Concrete trucks may be washed out on the site where they have just poured the slab ONLY. Concrete trucks may NOT be washed out on adjacent lots, whether vacant or not, common area, medians, on any street, sidewalk or undeveloped property. Any cost of clean up will be deducted from the Construction Deposit of the serviced Lot Owner in addition to the lien rights of the Association hereunder.

It is the responsibility of the Owner to acquaint the Owner's building representatives with the Committee members. In addition, Livingston Parish of the State of Louisiana and the planning departments have jurisdiction over the Property and each Owner should contact the appropriate governmental personnel at the beginning of the planning process to insure compliance with all governmental requirements.

4.5 Review of Plans. The Committee's approval or disapproval of the plans or proposals shall be by majority vote and shall be in writing. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within thirty (30) days after submission of the last required item of information. Failure of the Committee to act upon properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof.

4.6 Standards for Review. In approving or disapproving such plans, the Committee shall require new construction and repair or remodeling to be consistent with these restrictions and applicable zoning ordinances. The Committee shall also require the exterior design and color of all construction, repair, and remodeling of all structures, fences, walls and other improvements to be in harmony with the exterior design and color of those existing on the Property to the extent that such construction, repair, and remodeling do not to any extent detract from the value of the Property or any Lot.

4.7 Arbitration. In the event of a dispute between the Owner of a Lot and the Committee concerning whether a particular proposed construction, repair, or remodeling should be approved under these restrictions or the laws of Louisiana, such dispute shall be settled by in favor of the Committee's interpretation. Remainder of original paragraph purposely deleted.

4.8 Indemnification. Each member of the Committee shall be indemnified by the Association against all liabilities and expenses, including counsel fees reasonably incurred by or imposed upon him in connection with anything to which the member may be a party or in which the member may become involved by reason of the member being or having been a member of the Committee at the time such expenses are incurred, unless the member of the Committee is adjudged guilty of willful malfeasance in the performance of the member's duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interest of the Association and the Committee. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

5. MAINTENANCE ASSESSMENTS ON CRYSTAL LAKES LOTS

5.1 Creation of Assessment. Each Owner of a Lot in Crystal Lakes by recordation of an act transferring title of a Lot to said Owner (except for OTF's lot acquisitions through Sheriff's Sale), whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, shall include such interest thereon and costs of collection thereof as hereinafter provided. The obligation to pay each such assessment,

together with the interest thereon and cost of collection thereof as hereinafter provided, shall be both a real obligation associated with each Lot and also a personal obligation of the Owner of such Lot at the time when the assessment fell due.

5.2 Purpose of Assessment. Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the Owners of the Property and to provide services and facilities devoted to such purposes. Assessment proceeds shall be used by the Association to pay insurance and for maintenance, repairs and additions to, and replacement of, the Common Properties including the sewer treatment facility, and the entrance to the subdivision, the subdivision sign, the subdivision fence, lighting and landscaping, and sprinkler system, if any, and for the cost of services, labor, equipment, materials, postage, management and supervision in any way connected with the fulfillment of the purposes set forth above. In consideration of the expenditures that OTF has and will make to benefit the subdivision, OTF will not be assessed any payment for so long as owns lots.

5.3 Basis and Maximum of Annual Assessments. The initial annual assessment shall be \$200.00 per Lot. From and after July 7, 2011, the annual assessment may be increased 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.

5.4 Special Assessments. In addition to the annual assessments authorized by Section 5.3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the sewer treatment facility, the subdivision entrance, sign, fence, landscaping, lighting, water sprinkler system, and related improvements or for the fulfillment of any other obligation incurred by the Association. Any such assessment shall have the approval of a majority of the votes (by Lot) of the Owners of Lots (including OTF) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all such Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

5.5 Change in Basis and Maximum Annual Assessments. The Association may change the amount of the annual assessment fixed by Section 5.3 hereof prospectively for any such period provided that any such change shall have the approval of a majority of the votes (by Lot) of the Owners of Lots (including OTF) who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. Written notice of the meeting shall be sent to all Owners of Lots at least thirty (30) days in advance and shall set forth the purpose of the meeting.

5.6 Quorum for Any Action Authorized Under Sections 5.4 and 5.5. The quorum required for any action authorized by Sections 5.4 and 5.5 hereof shall be as follows: At the first meeting called, as provided in Sections 5.4 and 5.5 hereof, the presence at the Association meeting of the Owners of Lots (including OTF), or of proxies, entitled to cast sixty (60) percent of all the votes (by Lot) of the Owners of all Lots shall constitute a quorum. If the required quorum is not forthcoming at such a first meeting, subsequent meetings may be called, subject to the notice requirement set forth in Sections 5.4 and 5.5, and the required quorum at any such subsequent meeting shall be half of the required quorum at the preceding meeting until such time as a quorum is obtained, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.7 Date of Commencement of Annual Assessments. The annual assessment shall commence on the date of this act. The initial assessment shall be collected in advance at the time of the sale of the Lot by OTF to an Owner other than OTF and prorated for the remainder of that calendar year. The assessments for each subsequent year become due and payable in advance for the year on January 1 of that year.

5.8 Duties of the Board of Directors Regarding Assessments. The Board of Directors of the Association shall keep a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Owner upon reasonable notice to the President of the Association. Written notice of the assessment shall be mailed to every Owner subject thereto at least thirty (30) days prior to the due date of each assessment, notice being complete upon mailing. The Association shall upon

demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment there stated to have been paid.

5.9 Effect of Non-Payment of Assessment. If any assessment, or other charge or expense set forth in these restrictions, is not paid on the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and costs of collection thereof as hereinafter provided. Payment of each assessment, charge or expense is to be a real obligation running with each Lot and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees, and assigns and also shall be a personal obligation of the then Owner and shall remain his personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by them (although it shall remain a real obligation incidental to ownership of the Lot affected and shall remain subject to any privilege to which the Association may be entitled). If any assessment, charge or expense is not paid when due, the assessment, charge or expense shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, the Association shall be entitled to a privilege against the affected Lot in accordance with La. R.S. 9:1145, et seq., and the Association may, at any time after an assessment, charge or expense becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for Livingston Parish, Louisiana, identifying the nature and amount of the assessments, charges or expenses which have not been paid, a description of the Lot or Lots for which the assessments, charges or expenses have not been paid and the name or names of the Owners personally obligated to pay the assessment and the name of the then Owner of the Lot or Lots affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owner named therein by certified mail, registered mail, or personal delivery. The Association may bring an action against the Owner personally obligated to pay the unpaid assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs and other expenses incurred by the Association in connection with collection of such assessment, charge or expense. In the same action, or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation provided by these restrictions and the privilege provided for in La. R.S. 9:1145, et seq., by proceeding "in rem" against the affected Lot and its Owner for the amount of the unpaid assessments, charges or expenses together with legal interest thereon from the date due and reasonable attorney's fees.

5.10 Exempt Property. The following property subject to these restrictions shall be exempt from any and all assessments, charges and liens created herein or subsequently imposed in accordance herewith:

- (A) all Lots owned by OTF, for so long as said Lots are owned by OTF; and
- (B) any part of the Property dedicated to and accepted by the local public authority and devoted to public use.

Except as provided above, no Lot shall be exempt from any assessment.

5.11 Resubdivision. In the event the resubdivision of two or more Lots in Crystal Lakes results in existence of less than the number of Lots included in the resubdivision, each Lot created by such a resubdivision and the Owners thereof shall be subject to an assessment equal to a regular Lot assessment plus the product of the amount of a regular Lot assessment and the ratio of the total square footage of the resulting Lot to the total square footage of the Lots included in the resubdivision, provided, however that no reduction in any assessment shall ever be made as a result of any resubdivision.

6. PROTECTIVE COVENANTS

6.1 Use Restrictions. Lots 6 - 219 are hereby designated as residential Lots and restricted to residential use only, subject to OTF's right to redesignate Lots 20 and 21 as commercial (Paragraph 1.4). No building shall be erected, altered, placed or permitted to remain on any of said Lots other than one (1) detached single-family dwelling not to exceed two (2) stories in height and an enclosed garage for not more or less than two (2) automobiles. All sidewalks and driveways must be completed upon completion of the house and must be approved by the Committee. Tract Y (0.73 Ac.) and Tract Z (0.22 Ac.) are designated as commercial.

6.2 Electricity. The Lots will be served by an underground electric distribution system. All electric service to each residence must be underground. Electrical service will be made available to each Lot owner by arrangement with Demco in accordance with its rates and requirements.

6.3 Water. Water may be made available to each Lot owner by arrangements with the Livingston Parish Water Authority in accordance with its rates and requirements.

6.4 Approval of Plans. No building shall be erected, placed or altered on any Lot until a complete set of construction plans, specifications, and a plot plan showing the location of the structure to be so erected, placed or altered has been submitted to and approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

The exterior of any building so erected, place or altered shall be constructed of:

Front side, side where the front entry door is located and the side of the structure facing the street: A brick and/or stucco combination; and partial ornamental vinyl.

Left Side, Right side and Rear: Either cement fiber board, vinyl siding, brick or stucco.

6.5 Roof. The minimum roof pitch shall be seven (7') feet vertically for every twelve (12') feet horizontally (7/12), unless otherwise approved by the Committee. All shingles will be minimum twenty (20) year warranty shingles.

6.6 Square Footage. There shall be a minimum of One Thousand Two Hundred Fifty (1250) square feet of living area in each residence, which shall be exclusive of open porches, garages or storage areas attached to the garage. 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.

6.7 Ceilings. All residences shall be constructed with the ceilings on the ground floor not less than Nine (9') feet high, unless otherwise approved by the Committee.

6.8 Setbacks. No building shall be located on any Lot nearer to the front, rear or side property lines than the building lines shown on the official final plat. Unless otherwise provided, side building lines shall be Five (5') feet. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building provided, however, that this shall not be constructed to allow any portion of a building on a Lot to encroach upon another Lot. All zero lot line residences shall conform to the zero (0) Lot line shown on the official final plat.

6.9 Vehicles, etc. No house trailers, recreational vehicles or trailers, school buses, boats, motor homes, campers, commercial vehicles, trucks (except pick-up trucks), go-carts, bicycles, or toys shall be kept, stored, parked, repaired or maintained on any Lot or street, in such a manner as to be visible from any street. Although passenger vehicles may be temporarily parked (less than twelve hours and not on a daily basis) on the Lots and streets from time to time, no vehicles shall be repaired on any Lot or street as to be visible from any street.

6.10 Servitudes. Easements for installation and maintenance of utilities and drainage facilities and maintenance are reserved as shown on the official final plat.

6.11 No Commercial. No commercial business, trade, noxious or offensive activity shall be conducted on any Lot not herein designated or reserved for commercial use; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

6.12 Music. No musical or sound producing instrument or device shall be operated inside or outside a residence which results in loud sounds outside of a residence.

6.13 Resubdivision of Lots. These covenants prohibit the re-subdivision of the Lots from any dimensions other than those shown on the official final plat, provided, however, that this covenant shall not prohibit the use of more than one (1) Lot for one (1) residence. Notwithstanding this prohibition to the re-subdivision of Lots, any Lot or Lots may be re-subdivided or re-platted with the express written consent and permission of the Committee; and by OTF to assist in development or marketing.

6.14 Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except for dogs, cats, or other household pets, provided that they are not kept, bred or maintained for commercial purpose or in such numbers or conditions as may be offensive to other property owners in the subdivision. Each pet owner is responsible for removal of pet excrement deposited beyond the fenced in portion of his property. Any prevailing odor will be grounds to have said pet permanently enjoined from occupancy.

6.15 Fences. No fence shall be erected on any Lot beyond the front wall of the improvements and all fencing material must be wood, wrought iron, brick or stucco, unless otherwise approved by the Committee. No fence shall exceed six (6') feet in height. No fences can extend to within ten (10') feet of any detention lake.

6.16 Temporary Detached Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, apartment or other out-buildings shall be used on any Lot at any time as a residence, either temporary or permanent. No detached structure may be constructed without first having been approved by the Committee. Any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on that same lot. For developmental purposes of the Property, OTF is allowed to place and operate a temporary office, sales tent or model home on the Property for its general purposes.

6.17 Antennas, Outside Devices. No outside lines, outside television antennas, basketball goals, satellite dishes, above ground improvements or hanging devices with neighbor's line of view, or an obvious nuisance, or interfere with the tranquility of the neighborhood, shall be allowed without the written consent of the Committee.

6.18 Exterior. The owner shall not paint or decorate any portion of the exterior of any buildings, drives or improvements facing the street without first obtaining consent of the Committee as to design and color of said decorations. Any window coverings placed on any windows facing any street must be lined with a white or off-white backing unless otherwise approved by the Committee. No foil or other reflective material, or sheets and the like, shall be used on any windows for sunscreens, blinds, shades or other purposes, nor shall window mounted heating and air conditioning units be permitted.

6.19 Prohibited Activities. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a structure, all debris shall be removed from the premises immediately. It is OTF's intention to later amend these restrictions in reference to lake activities.

6.20 Signs. No signs of any kind shall be displayed to the public view on any Lot except (i) a single "for sale" or "for lease" sign of a temporary nature not exceeding 16 inches by 24 inches in size, or (ii) as are approved by the Committee. This prohibition shall not be applicable to OTF. OTF shall erect or maintain at least one entrance sign to The Lakes at North Park. Maintenance, repair and replacement of the entrance sign shall be the duty of the Association.

6.21 Mineral Operations. No oil or gas drilling, mineral development operations, production or treatment of facilities, refining, quarrying, seismographic or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon the surface of any Lot. No derrick or other structure designated for the use in drilling for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any Lot, even temporarily.

6.22 Building Materials Storage. Without the prior written consent of the Committee, no building materials and no building equipment of any kind may be placed or stored on any Lot except in the actual course of construction on the Lot, and only during continuing ongoing construction.

6.23 Weed Removal. Owners shall keep their Lots mowed and free of weeds and clean of trash, rubbish, or garbage. In the event an Owner fails to mow the grass, cut the weeds, or clean up the trash or garbage within fifteen (15) days after receipt of written demand from the Association, the Association may mow, cut, or clean the Lot. The actual cost incurred by the Association in connection therewith shall be deemed to be an additional assessment against the Lot, and the Owner thereof may be assessed, together with interest, fees and costs, the same as a regular Lot assessment under Article V of these restrictions.

6.24 Mailboxes. Only uniform mailboxes of a style and shape approved by the Committee constructed on a single post shall be permitted on the Property.

6.25 Additional Restrictions. OTF shall have the right to impose additional restrictions on Lots in acts of transfer by OTF. Any such additional restrictions shall be cumulative and in addition to the terms and covenants of these restrictions which shall apply to all Lots. Any such additional restrictions and these restrictions shall be continued in such a manner as to give full force and effect to all provisions of such additional restriction and these restrictions; however, in the event of any irreconcilable conflict between the terms and provisions contained in these restrictions and any additional restrictions imposed on a particular Lot, the terms and provisions of the additional restrictions imposed in the act of transfer by OTF shall control.

7. COMMON PROPERTIES

7.1 Transfer. The prior attempted transfer to Association (which has not and does not presently exist) of any subdivision property is hereby specifically revoked and terminated, the same having been acquired by OTF at prior Sheriff's Sale. OTF reserves the right to transfer those common properties as designated in Paragraph 1.3 to The Lakes at North Park Owners Association once the latter has been properly formed and legally recorded as a separate entity. OTF reserves all mineral rights, but waives all surface rights to any parcel of property once the same has been conveyed to a third party. The Association shall have the right to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility as required or is the best interest of the Association.

8. SOIL CONDITIONS

8.1 In General. Each Lot sold by OTF is sold without any warranties with respect to soil conditions. Each Owner shall be deemed to have expressly waived, in favor of OTF, all warranties with respect to soil conditions of any Lot. Each Owner shall forfeit any right to avoid a sale by OTF or reduce the transfer consideration on account of any soil condition of any Lot. Each Owner shall be deemed to have unconditionally released the OTF from and against any liability arising out of any claim arising out of any soil condition of any Lot. Although OTF was not the developer of the subdivision it can reasonably be assumed that some clear cutting of trees and brush was effected and that soil fill was placed on the lots. Each Owner is responsible for assuring himself as to proper soil compaction and sub-surface conditions before he constructs any improvements on his lot.

9. GENERAL PROVISIONS

9.1 Strict Interpretation of Restrictions. These restrictions, including all obligations, covenants, restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed and interpreted. No provision of these restrictions shall be ignored.

The letter of these restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

9.2 Knowing Violation of Restrictions. In the event of a knowing or intentional violation of these restrictions or in the event of a continuing violation of these restrictions after receipt by the violator or the Owner of the Lot on which the violation occurs of written notice of a violation, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator or the Owner of the Lot actual court costs and reasonable attorney's fees to be fixed and awarded by the court.

9.3 Duration. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these restrictions shall be automatically extended for successive period of ten (10) years.

9.4 Amendment and Termination. OTF reserves the right to establish, amend or terminate these restrictions, in whole or in part, with respect to the remaining Lots owned by OTF until OTF has transferred all Lots. An amendment to or termination of these restrictions by OTF prior to OTF's transfer of all Lots shall be by written act executed by OTF and shall be effective as of the date of recordation in the records of the Clerk and Recorder for Livingston Parish, Louisiana. Any other amendment to or termination of these restrictions prior to expiration of the initial twenty-five (25) year term of duration whether to establish, amend or terminate any restriction shall be by written act executed by the then Owners of at least two-thirds (2/3) of all Lots. After expiration of the initial twenty-five (25) year term of duration, these restrictions may be amended or terminated by written act executed by a majority of the then Owners of all Lots.

9.5 Notices. Any notice required to be sent to any Owner under the provisions of these restrictions shall be deemed to have been properly given and completed when mailed, postage paid, to the last known address of the person who appears as the Owner on the records of the Committee at the time of mailing.

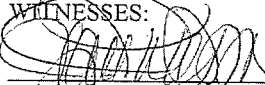
9.6 Enforcement. If any Owner, the Owner's agents, employees, heirs, successors, or assigns, or anyone acting on the Owner's behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner, OTF or the Association to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any such obligations, covenants, restrictions, servitudes and conditions and to prevent him or them from so doing by mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these restrictions shall, in no event, be deemed to be a waiver of the right to do so thereafter.

9.7 Subordination of Certain Real Obligations. Liens and Privileges to Mortgages. The obligation to pay assessments, charges, expenses, fines, penalties, and associated costs and fees set forth in these restrictions, and any lien or privilege granted to secure payment thereof by these restrictions or any provision of law, shall be subordinate to any mortgage or mortgages, now or hereafter placed on any Lot, provided, however, that such subordination shall apply only to the assessments, charges, expenses, fines, and penalties which have become due and payable prior to a judicial sale, dation en paiement, or other similar proceeding or act in lieu of foreclosure resulting in a transfer of the mortgaged Lot. Such a transfer shall not relieve the transferee or the Lot from the personal and real obligations to pay assessments, charges, expenses, fines and penalties which may arise after such a transfer or any lien or privilege granted to secure payment thereof by these restrictions or any provision of law.

9.8 Severability. Invalidation of any one of the provisions of these restrictions by judgment or court order shall in no way affect any other provision of these restrictions, all of which shall remain in full force and effect.

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the 30th day of August, 2013, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

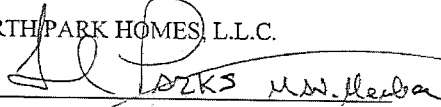
WITNESSES:


Print Name: JONI K. WILLIAMSON


Print Name: MICHELLE NORRIS


NORTH/PARK HOMES, L.L.C.

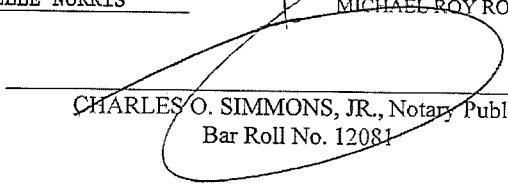
By:


, Authorized Agent

VERTEX HOMES, L.L.C.

By:


MICHAEL ROY ROBLIN, JR., Managing Member


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