

A SYNOPSIS OF
THE RESTATEMENT AND CONSOLIDATION OF
SERVITUDES, EASEMENTS AND RESTRICTIVE COVENANTS
AND AMENDMENTS FOR THE ESTATES OF NORTH PARK SUBDIVISION

TO: Members of The Estates of Northpark Homeowners Association

FROM: Covenants Committee

On May 1, 2006 the Estates of Northpark Limited Partnership filed of record with the St. Tammany Parish Clerk of Court as Instrument Number 1549888 the above styled document totaling twenty-two pages. The majority of the filing contains provisions that existed under the prior restrictive covenants, while a few of the provisions are new. Please note this new filing supersedes and replaces the previously existing restrictive covenants in their entirety. The following synopsis is designed to inform you of our covenants more salient provisions. Members should not rely solely upon the matters contained herein as this document does not replace, change or modify any provisions contained in the full text of the restrictive covenants which are filed of record. This synopsis is provided solely for informational purposes and should not replace your own review of the full text of the restrictive covenants filed of record.

The Restatement of Covenants is set out in ten articles as follows:

- I. Property
- II. Definitions
- III. Ownership of Common Areas
- IV. Additions By Developer
- V. Homeowners Association
- VI. Rights Under Homeowners Association
- VII. Assessments
- VIII. Architectural Control Committee
- IX. Restrictions for Use of Property
- X. Untitled

The Board of Directors and members of the Covenants Committee of The Estates of Northpark Homeowners Association urge all residents to take sufficient time to become familiarized with the provisions of each article referenced above. The following items are presented for ease of reference.

Article VII provides for and authorizes the Association to levy and collect assessments for the maintenance of the property. Please be aware that Section 3 of this article authorizes and empowers the Association to file liens and institute actions for enforcement of the assessment provision.

Article VIII provides for and authorizes the Architectural Control Committee to set out standards for such matters as lot clearing and construction as well as for the necessity of prior approval from the committee. Please note that Section 1 of this article sets out the rules as they relate to such matters as fences, awnings, patio covers, etc. The Covenants Committee urges all residents to read the provisions of this article in its entirety.

Article IX provides generally for the affirmative restrictions on the use of all lots and common elements. There are many provisions contained in this article so a full reading is strongly recommended. Some of the more prominent provisions are:

- i. All leases must be in writing with a copy provided to the Association.
- ii. All lessees are bound by these covenants and owners are not released from their obligations thereto.
- iii. No lot may be used for a commercial or industrial purpose.
- iv. Garage sales are not permitted.
- v. The maintenance, keeping, boarding and/or raising of animals, livestock, insect colonies, bee hives or poultry of any kind is prohibited, but this provision does not include dogs, cats or caged birds, but does extend to prohibit the breeding of such for commercial purposes.
- vi. Nuisance pets are prohibited.
- vii. No trash burning of any kind.
- viii. R/V's, trailers and boats are permitted to be kept on the property provided they are kept either within and enclosed garage or behind a fence.
- ix. Parking of vehicles is restricted to the paved driveway and no parking of vehicles on yard areas is permitted at any time.
- x. No sound trees measuring in excess of six inches in diameter two feet from the ground shall be removed from any lot without the prior written approval of the Association.
- xi. No fence shall exceed seven feet in height. Double fencing is prohibited. All fencing must receive the prior written approval of the Architectural Control Committee.
- xii. Out buildings such as cabana's, gazebo's, shed's, etc., must receive the prior written approval of the Architectural Control Committee.

Again, the Board of Directors and members of the Covenants Committee strongly urge each resident to become thoroughly familiar with the full text of the Restatement of Covenants.

**RESTATEMENT AND CONSOLIDATION
OF SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS
AND AMENDMENTS**

PARISH OF ST. TAMMANY

STATE OF LOUISIANA

**FOR: ESTATES OF NORTHPARK
SUBDIVISION**

**BY: ESTATES OF NORTHPARK,
LIMITED PARTNERSHIP**

UNITED STATES OF AMERICA

WHEREAS, Estates of Northpark, Limited Partnership (“Developer”), represented herein by its general partner, David L. Waltemath, was the owner of parcels of land (“Property”) located in St. Tammany Parish, Louisiana, in Sections 15 and 16, Township 7 South, Range 11 East and more particularly described in Article II herein; and

WHEREAS, the Developer developed a residential subdivision on the Property described marketed as the "Estates of Northpark Subdivision", however the official filings of the subdivision with the Parish of St. Tammany designate the subdivision as "Northpark Subdivision, Phase III" (the "Subdivision"); and

WHEREAS, for the purpose of insuring a uniform development and for the preservation of the values and amenities in the Subdivision and for the maintenance of common areas and other amenities as a part of the Subdivision, the Developer subjected the Property described herein to certain servitudes, privileges and restrictions set forth in the “Dedication of Servitudes, Easements and Restrictive Covenants” recorded on January 3, 1995 as Instrument Number 934231 of the official records of St. Tammany Parish (“Original Restrictive Covenants”); and

WHEREAS, pursuant to the authority granted in Article X, Section 1 of the Original Restrictive Covenants, the Developer thereafter amended the Original Restrictive Covenants by recording fifteen (15) amendments (collectively referred to hereinafter as the “Amendments”), identified as follows:

1. First Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 987663;
2. Second Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 997664;
3. Third Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1003362;

4. Fourth Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1025727;
5. Fifth Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1031741;
6. Sixth Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1082325;
7. Seventh Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1117268;
8. Eighth Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1185868;
9. Ninth Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1265680;
10. Tenth Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1293788;
11. Eleventh Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1317801;
12. Twelfth Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1354018;
13. Thirteenth Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1372941;
14. Thirteenth (sic) Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1423808; and
15. Fourteenth Amendment and Modification to the Dedication of Servitudes, Easements and Restrictive Covenants recorded as Conveyance Instrument number 1511524; and

WHEREAS, the Developer desires to consolidate and restate the Original Restrictive Covenants as amended by the Amendments and as amended by certain amendments herein into one document of record which shall supercede and replace the Original Restrictive Covenants and Amendments;

NOW, THEREFORE, pursuant to the authority granted in Article X, Section 1 of the Original Restrictive Covenants, the Developer hereby restates, consolidates, and amends the Original Restrictive Covenants and the Amendments as follows.

Article I

PROPERTY

The Property subject of this act of dedication of servitudes, easements and restrictive covenants is described in Article II, Section K herein.

Article II **DEFINITIONS**

The following words, when used in this act, shall have the following meanings:

- A) "Architectural Control Committee" shall mean the Architectural Control Committee of the Subdivision, as established in Article VIII of these Restrictive Covenants.
- B) "Association" shall mean and refer to Estates of Northpark Homeowners Association, Inc., and its successors, assigns or liquidators.
- C) "Board of Directors" shall mean the Board of Directors of Estates of Northpark Homeowners Association, Inc.
- D) "Common Areas" shall mean and refer to all servitudes, roads, neutral ground areas, easements, real property, appurtenances and facilities now or hereafter owned, acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its Members. The use of the Common Areas shall be subject to the control and authority of the Association.
- E) "Developer" shall mean and refer to (i) Estates of Northpark, Limited Partnership, or its successor entity who is assigned the rights of Estates of Northpark, Limited Partnership, as the Developer; or (ii) the lender who acquires the interest of Estates of Northpark, Limited Partnership, by foreclosure or dation en paiement.
- F) "Limited Common Area" shall mean and refer to all servitudes, easements, real property and facilities now or hereafter owned or acquired by the Association which are specifically designated and restricted for use by designated Lot Owners for a particular purpose, to the exclusion of the group consisting of all Members of the Association.
- G) "Lot" shall mean parcels of land designated on the Plat.
- H) "Member" shall mean and refer to every person, group of persons, corporation, trust or other entity, or any combination thereof, which holds a Membership in the Association and shall be restricted to the Owner or Owners of Lots in The Property.
- I) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any Lot or Lots in The Property.

J) "Plat" shall mean and refer to the official subdivision plats for all phases of the Subdivision subject to these restrictive covenants including property added after the date of these covenants.

K) "The Property" shall mean and collectively refer to all of the following:

(1) Section 1A of Phase III of Northpark Subdivision as set forth in the survey of Krebs, LaSalle, LeMieux Consultants, Inc. dated October 14, 1994 and recorded in the public records maintained by the St. Tammany Parish Clerk of Court as Map File No. 1285;

(2) Section 1B of Phase III of Northpark Subdivision as set forth in the survey of Krebs, LaSalle, LeMieux Consultants, Inc. dated November 4, 1994 and recorded in the public records maintained by the St. Tammany Parish Clerk of Court as Map File No. 1286;

(3) Section 2A of Phase III of Northpark Subdivision as set forth in the survey of Krebs, LaSalle, LeMieux Consultants, Inc. dated February 6, 1996 and recorded in the public records maintained by the St. Tammany Parish Clerk of Court as Map File No. 1421;

(4) Section 2B of Phase III of Northpark Subdivision as set forth in the survey of Krebs, LaSalle, LeMieux Consultants, Inc. dated March 15, 1996 and recorded in the public records maintained by the St. Tammany Parish Clerk of Court as Map File No. 1438;

(5) Section 3A of Phase III of Northpark Subdivision as set forth in the survey of Kelly J. McHugh and Associates, Inc. dated October 6, 1996 and recorded in the public records maintained by the St. Tammany Parish Clerk of Court as Map File No. 1504;

(6) Section 3B of Phase III of Northpark Subdivision as set forth in the survey of Kelly J. McHugh and Associates, Inc. dated October 9, 1996 and recorded in the public records maintained by the St. Tammany Parish Clerk of Court as Map File No. 1493;

(7) Section 3C of Phase III of Northpark Subdivision as set forth in the survey of Kelly J. McHugh and Associates, Inc. dated October 6, 1996 and recorded in the public records maintained by the St. Tammany Parish Clerk of Court as Map File No. 1504;

(8) Section 4A of Phase III of Northpark Subdivision as set forth in the survey of Kelly J. McHugh and Associates, Inc. dated December 11, 1997, last revised on January 19, 1998, and recorded in the public records maintained by the St. Tammany Parish Clerk of Court as Map File No. 1601;

(9) Section 4B of Phase III of Northpark Subdivision as set forth in the survey of Kelly J. McHugh and Associates, Inc. dated December 9, 1997, last revised on September 15, 1998 and recorded in the public records maintained by the St. Tammany Parish Clerk of Court as Map File No. 1665;

(10) Section 5A of Phase III of Northpark Subdivision as set forth in the survey of Kelly J. McHugh and Associates, Inc. dated July 24, 2000 and recorded in the public records maintained by the St. Tammany Parish Clerk of Court as Map File No. 2048;

(11) Section 5B of Phase III of Northpark Subdivision as set forth in the survey of Kelly J. McHugh and Associates, Inc. dated December 13, 2001, last revised on July 25, 2002 and filed with the St. Tammany Parish Clerk of Court on August 13, 2002 as Map File No. 2446;

(12) Section 5C of Phase III of Northpark Subdivision as set forth in the survey of Kelly J. McHugh and Associates, Inc. dated December 3, 2002, last revised on June 9, 2003 and filed with the St. Tammany Parish Clerk of Court on June 23, 2003 as Map File No. 3008.

L) "Regulations" shall mean and refer to rules of use and conduct adopted by the Association for conduct and activity while using the Common Areas and common facilities, and while residing within The Property.

M) "Subdivision" shall mean all sections of Phase III of Northpark Subdivision in St. Tammany Parish, Louisiana.

Article III **OWNERSHIP OF COMMON AREAS**

Section 1. Common Areas. The Developer may transfer to the Association legal title to property owned by the Developer and areas designated on the Plat as Common Areas at the option of the Developer. The Association may acquire other property which may be owned and maintained by the Association as Common Areas. The Developer intends no such transfer of Common Areas at this time.

Section 2. In the indications of streets, boulevards, medians and roadways drawn, indicated and depicted on the official plats of the Subdivision recorded in the official records of St. Tammany Parish are not intended as and shall not constitute dedications to the Parish of St. Tammany, State of Louisiana, or the public in general, however the area shown as streets and roadways shall constitute servitudes of passage in favor of the owners of lots in the Subdivision, their guests and invitees, the fee title to such areas belonging to the Association for the Developer.

Article IV **ADDITIONS BY DEVELOPER**

Section 1. Additions. As long as there are class B members of the Association, additional property may be annexed to The Property described in Article I without the consent of the class A members of the Association, if any. The scheme of the within servitudes, privileges and restrictions shall not, however, be extended to include such additional property unless and until the same is annexed to the real property described in Article I.

Section 2. Recordation of Modification. Any annexations made pursuant to this Article, or otherwise, shall be made by recording a supplementary act of dedication, servitudes, prescriptions and restrictions with the Clerk of Court for St. Tammany Parish, Louisiana, which supplementary act of dedication shall extend the scheme of the within act of dedication to such

annexed property. Such supplementary act of dedication may contain such complimentary additions and modifications to the servitudes, privileges and restrictions set forth in the within the act of dedication as may be necessary to reflect the different character or use, if any, of such annexed property, however, that in no event shall such additions or modifications be substantially inconsistent with the provisions of the within act of dedication.

Section 3. Limitations on Additional Property. In no event, however, shall Developer annex additional property which causes or permits any roadways within the Subdivision to be connected to permit vehicular access to the Subdivision from any adjoining property, other than Northpark Office Park, except for single-family residential subdivisions developed by Developer as "gated or controlled access communities" having all private streets and roadways, and which does not increase the number of potential residential units having access to Northpark Office Park through the Subdivision beyond 600 units.

Article V

HOMEOWNERS ASSOCIATION

Section 1. Association. For the purpose of controlling, regulating and maintaining the community lighting and other amenities, and common facilities, for the general use and benefit of all Lot Owners, each and every Lot Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in the Subdivision does agree to and binds himself to be a Member of and be subject to the obligations and duty enacted By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Lot Owners, and to provide for the collection of said assessments in accordance with LSA R.S. 9:1145 et seq.

Section 2. Membership. Upon the resignation of the Class B shares by the Developer, the Association shall have one class of voting membership. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of a fee interest in any Lot by transfer from the Developer which is or becomes subject to this act of dedication shall be a Class A member of the Association. Each class A member of the Association shall be entitled to one (1) vote for each Lot owned by any such firm, person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each Lot to which class A membership is appurtenant, and the vote shall be cast in accordance with the bylaws of the Association.

Section 3. Management Agent. For the purpose of assisting the Board of Directors with the management of the Subdivision, the Association, through the Board of Directors, shall retain the services of a professional management company or agent ("Management Agent") to manage, supervise and implement the maintenance of the common areas in the Subdivision, the collection of assessments approved pursuant to Article VII herein, the preparation of financial records and other bookkeeping necessary to document an accurate accounting of the financial transactions and condition of the Association, to assist the Board of Directors in the preparation of the Annual Budget, and any and all other matters necessary for the proper management of the Subdivision.

Section 4. Indemnification. The Association shall indemnify every officer, manager, and director of the Association against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by the reason of being or having been an officer, manager or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officer, manager or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer, manager and director free and harmless against any all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer, manager or director, or former officer, manager or director, may be entitled. The Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if available at a cost deemed reasonable by the Board of Directors.

Article VI

RIGHTS UNDER HOMEOWNERS ASSOCIATION

Section 1. Members' Right of Enjoyment. Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of Estates Northpark Homeowners Association, Inc., and Regulations established by the Association for the Subdivision, from time to time, and as amended every Member shall have the right of use and enjoyment in and to the Common Areas and common facilities and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

A) The right of the Association in accordance with its Articles of Incorporation and By-Laws and Regulations, to borrow money for the purpose of improving the Common Areas and common facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to pledge, mortgage and hypothecate the said property, to sell, dedicate, exchange, transfer, convey, assign and deliver said property; and

B) The right of the Association to levy reasonable assessments (other than the assessments outlined in Article VII) admission fees or other fees for the use of any of the facilities situated upon the Common Areas by the Members of the Association and their guests; and

C) The right of the Association to pass and enforce such other rules and Regulations for the use of the Common Areas, and the right of the Association to levy and enforce various sanctions against the Owners of Lots in the Subdivision for noncompliance with the restrictive covenants set forth herein or the Regulations, including, but not limited to, the right of

suspension, fines and penalties, and assessments of any costs and any other sanctions which the Board of Directors of the Association in its discretion deems necessary and proper.

Section 2. Northpark Office Park Restrictions. The Property, including the property described herein and all additions thereto by the Developer, are subject to the Act of Extension and Supplement of Covenants, Conditions and Restrictions by Northpark Renaissance Limited Partnership for the Estates of Northpark dated June 7, 1994 recorded in the official records of St. Tammany Parish, Louisiana, in the conveyance records as instrument #909215.

Article VII **ASSESSMENTS**

Section 1. Annual Assessments. Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a record Owner of any Lot, whether or not it shall be so expressed any act of sale, contract to sell or other conveyance shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum herein sometimes referred to as "assessments" equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses, all as more fully established and set out in the by-laws of the Association, including, but not limited to, the following:

A) The cost of all operating expenses of the Common Areas, community lighting and services furnished by the Association, including charges by the Association for facilities and services furnished by it; and

B) The cost of necessary management and administration, including fees paid to any Management Agents; and

C) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

D) The cost of fire and extended liability insurance on the Common Areas and the cost of such other insurance as the Association may effect; and

E) The cost of mosquito spraying, garbage and trash collection and/or other utilities and services which may be provided by the Association, whether with respect to the Common Areas or otherwise; and

F) The cost of maintaining, replacing, repairing and landscaping the Common Areas (including, without limitation, the cost of maintaining, replacing and repairing the streets, lighting facilities, roadways and drainage facilities of Northpark Subdivision) and such equipment as the Board of Directors shall determine to be necessary and proper; and

G) The costs and expenses of complying with the obligations contained in an act of extension and supplemental covenants, conditions and restrictions by Northpark Renaissance

Limited Partnership for the Estates of Northpark dated June 7, 1994, recorded in the official records of St. Tammany Parish, Louisiana, in the conveyance records as instrument #909215.

H) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the Common Areas or by abandonment of any Lot belonging to him.

Section 2. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon the Common Areas or common facilities, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing fifty-one percent (51%) of both classes of the then members of the Association. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days, but not more than thirty (30) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Non-Payment Of Assessment. Any assessment levied pursuant to this act of dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member to pay such an assessment shall remain his personal obligation and shall not terminate upon a conveyance of the Lot. In the event a Lot is conveyed and assessments are outstanding and not paid at or prior to the closing, the new Owner of the Lot, by taking title thereto, covenants and agrees to pay the delinquent assessments, charges, interest or other fees which accrued prior to the closing of the new Owner's acquisition

of the Lot. In that event, the former and new Owners shall be solidarily liable for the payment of the delinquent assessments, charges interest or other fees. A suit to recover a money judgment for non payment of any assessment levied pursuant to this act of dedication, or any installment thereof, may be maintained by the Association, along with any other remedies which may be allowed by law.

Any assessment levied pursuant to this act of dedication of any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors bear interest at the rate not to exceed twelve percent (12%) per annum and may also, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty of "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, in which event such interest, penalties, costs and reasonable attorney fees of not less than twenty five percent (25%) of the amount claimed shall be added to the amount of the assessment. Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

In the event of non-payment of amounts due the Association, the Secretary or Treasurer shall take necessary measures to file in the records of the Clerk of Court for the Parish of St. Tammany a claim of lien on behalf of the Association and against the lot of the delinquent owner liable for such assessment in accordance with La. R.S. 9:1145, et seq. The claim of lien shall be signed and verified by affidavit of an Officer or agent of the Association and shall include:

- a. A description of the lot or parcel of land owned by the delinquent Association member and any other information necessary for proper identification;
- b. The name of the record lot owner; and
- c. The amount of the delinquent installments or payments or assessments, all in accordance with La. R.S. 9:1145, et seq.

The Association or its agent shall file the lien in the records of St. Tammany Parish and serve upon the delinquent owner a sworn detailed statement of the claim by certified mail, registered mail or personal delivery.

The claim of lien authorized hereby secures all unpaid assessments, charges, fines, expenses or dues owed by the Owner (including all sums owed for assessments which accrued and were not paid prior to an Owner's acquisition of the Lot) plus interest and attorney's fees.

In the event that payment of the claim of lien is not forthcoming after filing of the claim of lien, the Board of Directors shall take necessary measures to have filed on behalf of the Association a suit on such claim in a civil action in a court of competent jurisdiction in St. Tammany Parish. Any suit and notice of lis pendens must be filed before the expiration of five years after the date of recordation of the inscription of lien is filed with the Clerk of Court for St. Tammany Parish.

All liens for assessments against lots shall be subordinate in rank to any mortgage or lien on any lot filed for record in the official records of St. Tammany Parish prior to the lien for such assessments.

Section 4. Acceleration Of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this act of dedication and the by-laws of the Association or any other installment, thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 5. Annual Membership Assessment. Subject to the following sections, the maximum initial annual assessment for each of the Lots to which class A membership is appurtenant shall not exceed the sum of \$900.00 per annum for a Lot. The initial annual assessment shall be the sum of \$420.00.

Anything in this act of dedication, or the articles or by-laws of the Association to the contrary, notwithstanding, no Lot held by the Developer shall be subject to any annual or special assessments provided for in this act of dedication, or in the articles or by laws of the Association until three (3) months following the lapse of all of the class B memberships as provided for in Article V of this act of dedication.

Section 6. Commencement Of Annual Assessment. The annual assessment for each class A membership shall commence on the first day of the month following the date of the Act of Sale of a Lot from the Developer.

Article VIII **ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Standards. Except for construction and/or development by the Developer, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no Lot clearing, bush hogging, culvert installation, ditching or excavation or removal of plant material, nor any building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon The Property, nor shall any exterior addition to or change or other alteration thereupon be made until the complete plans and specifications, showing location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted and approved in writing as to safety, harmony and external design, color and location in relation to the surrounding structures and topography and conformity with the design concept for the Subdivision by the Board of Directors of the Association, or by the Architectural Control Committee appointed by the Board of Directors of the Association. Subject to the limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of

the Common Areas within the Subdivision or to combine or otherwise join two or more dwellings or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect The Property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any Common Areas or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony and external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Subdivision by the Board of Directors of the Association by the Architectural Control Committee designated by it.

Section 2. Architectural Control Committee - Operation. The initial Architectural Control Committee shall be composed of David L. Waltemath and Levere C. Montgomery, III, without compensation. The Architectural Control Committee shall serve for the length of time and at the pleasure of the Board of Directors and may be removed and replaced by a majority vote of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee, then the Board of Directors of the Association shall constitute the committee. The affirmative vote or consent of fifty percent (50%) of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval of the like pursuant to the authority contained in this Article.

Section 3. Approvals and Permits. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicants submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this article will be deemed to have been fully complied with. The Architectural Control Committee shall be entitled to charge a reasonable fee for reviewing plans and specifications submitted to it. The fee schedule shall be set and entitled by the Board of Directors.

Section 4. Architectural Approval Deposit. The Architectural Control Committee shall have the right to require an applicant for a permit to deposit with the Architectural Control Committee a \$1,000.00 deposit to be held in a non-interest bearing account to insure compliance with these covenants. The Board of Directors shall have the authority to increase or decrease the amount of the deposit with the Architectural Control Committee as may reasonably be necessary to insure compliance with these covenants. The Architectural Control Committee shall have the legal right of offset as to all amounts due and owing by the applicant to the Association for compliance with these covenants.

Section 5. Design Guidelines. The Developer has established and by execution of this agreement does adopt the design guidelines for the "Estates of Northpark" entitled "Design Guidelines", revised August 22, 1994, consisting of 17 pages, generally addressing and establishing rules and regulations for the architectural review process as:

Introduction:

- Architectural Review Process
- Architectural Standards Committee
- Pre-Application Procedures
- Design review Procedure
- Preliminary Design Review
- Final Design Review
- Site Inspection and Clearing
- Construction Deposit

Site Planning:

- Building Setbacks
- Street Lights
- Easements

Architectural Styles:

- Design Features

Design Criteria:

- Grading and Excavating
- Drainage
- Mailboxes
- Signage
- Walls and Fences
- Remodeling and Additions

Landscape Design:

- Reforestation

General Rules for Contractors & Service Personnel

The design guidelines are incorporated herein by reference and are available at the office of the Developer. The design guidelines may be amended, waived, varied or terminated in whole or in part by (i) the Developer alone, (ii) the consent of fifty percent (50%) of the Members of the Architectural Control Committee, or (iii) a majority vote of the Board of Directors, when in the view of the persons or entity exercising such authority, that the action is in the best interests of the orderly development of the Subdivision, and the action is taken in furtherance of these restrictive covenants.

Section 6. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of

this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. In the event the construction or alterations are not substantially completed within the twelve (12) month period specified hereinabove, the Architectural Control Committee shall have the further right to impose fines, penalties or sanctions for noncompletion.

Section 7. Remedy of Committee. Any act, omission or commission in violation of this article may be enforced or restrained by injunctive relief without the necessity or obligation of the Association to furnish a bond for any injunctive relief. In any successful action by the Association against a Member to enforce the provisions of this article, the Member shall pay all reasonable attorneys fees.

Section 8. Variances. The Architectural Control Committee is specifically granted the authority to grant variances with respect to the requirements contained in the provisions of Article IX, Sections 1.Q, 1.R, 1.S, 1.U, 1.W, and 1.X.

The approval of the Architectural Control Committee or, in its absence, the Board of Directors of the Association, shall be evidenced by a certificate certifying that at least fifty percent (50%) of the Architectural Control Committee or, in its absence, a majority of the Board of Directors, has consented to the variance, signed by the secretary of either the Architectural Control Committee or Board of Directors of the Association, as the case may be.

Article IX

RESTRICTIONS FOR USE OF PROPERTY

Section 1. Prohibited Uses and Nuisances. The following restrictive covenants shall affect and encumber each Lot within The Property which has been transferred from the Developer, to-wit (these Restrictions shall specifically not apply to the Developer):

A) All lots are for single-family residential purposes only, and no industrial or commercial uses are allowed on any lot. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple family dwelling, shall be erected, placed, permitted or maintained on any Lot of Common Area, or on any part thereof.

Except as otherwise permitted herein, each lot and dwelling shall be used for residential purposes only and no trade or business of any kind may be carried on therein. The use of a portion of a dwelling as an office by an owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any lot or dwelling be used as a storage area for any business machinery, equipment or materials. Lease or rental of a dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease:

- a) is for not less than the entire dwelling and all of the improvements thereon;
- b) is for a term of at least six months, and
- c) is otherwise in compliance with the rules and regulations as may be promulgated and published from time to time by the Board of Directors.

All leases shall be required to be in writing, and prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association and the Management Agent of the Association, if any, with copies of such lease, as well as the names and numbers of the tenants. Any lessee or tenant shall in all respects be subject to the terms and conditions of these Restrictive Covenants and the rules and regulations adopted hereunder.

B) No noxious or offensive activity shall be carried out upon any Lot or within any dwellings situated upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. The selling of household items, household goods, furniture, clothing, appliances, equipment, machinery, or other merchandise new or used or an individual engaging in a sales activity commonly known as a "garage sale" upon the property is strictly prohibited

C) The maintenance, keeping, boarding and/or raising of animals, livestock, insects colonies, bee hives, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling situated on The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds within the confines of a cage, structure or fencing so as not to roam free. Domestic pets shall not be kept, bred or maintained for commercial purposes, and provided further, such domestic pets shall not be a source of annoyance or nuisance to the neighborhood or other Members. No pet shall be permitted to leave its excrement on any portion of the common areas or other residential lot; and the owner of such pet shall immediately remove the same, or be subject to fines. Pets shall be registered, licensed and inoculated as may from time to time be required by law and shall be kept on a leash when not in an enclosed area. Any Member of the Association who keeps or maintains any pet upon any portion of the Common Areas shall be deemed to have indemnified and agreed to hold the Association, each of its Members and the Developer free and harmless from any loss, claim or liability of any kind or character whatsoever arising from reason of the keeping or maintaining of such pet upon the Common Areas. The Board of Directors shall have the right to order any Member of the Association whose pet is a nuisance, to remove such Pet from The Property and the Board of Directors shall have the sole and exclusive authority to determine, after notice to such Member and affording such Member an opportunity for a hearing before the Board of Directors, whether or not any pet is a nuisance. The Board of Directors shall have the further rights to fine any owner in an amount not to exceed \$150.00 per violation for the violation of any

pet restrictions by such owner or an occupant or his lot or dwelling. The owner shall also be liable to the Association for the cost of repair for damage to the common areas caused by the owner's pet.

D) No burning of trash (except plant material) and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lots provided however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any Lot, and further provided that the burning of trash and other debris from the clearing of Lots shall be permitted during period of new construction.

E) Each single-family residence shall include no less than a two-car garage. The garage door shall be kept closed when the garage is not in use and/or when the residents have departed the property. No junk vehicle(s), commercial vehicle(s), boat(s), trailer(s), camp truck(s), mobile home, house trailer, modular home, geodesic dome, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or maintained upon The Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; provided, however, this restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer kept within an enclosed garage or kept behind a fence as long as the vehicle, trailer, or boat does not protrude above the height of the fence or can be seen through the fence. The parking of any vehicle within a street right of way is strictly prohibited, except when the owner is entertaining for a social function of limited hours. Further, all parking is to take place on the concrete driveways of each respective lot, and no parking of vehicles in yard areas is permitted at any time.

F) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

G) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without approval of the Architectural Control Committee and the St. Tammany Parish Police Jury or the St. Tammany Parish Planning Commission. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions hereof shall not be construed to prohibit the granting of any servitude and/or right of way to any state, parish, municipality, political subdivision, public utility or other public body or authority, or the Association to the Developer.

H) No Lot shall be used for the purpose of boring, mining, dirt removal, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

I) Except for those trees that must of necessity be removed in order to clear any Lot or portion of a Lot for purposes of the construction of improvements thereon, no sound trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through its Board of Directors

or duly appointed committee. The Board of Directors of the Association may from time to time adopt and promulgate such additional rules and Regulations regarding the preservation of trees and other natural resources and wildlife upon The Property as it may consider appropriate. Should the Board the Directors grant permission to the Owner for the removal of a healthy tree(s), the owner shall be required to replace such removed tree(s) with a new tree of the Owner's choice and at the Owner's choice of location on the lot. Trees suspected of being diseased must be verified by a bona fide arborist, prior to their removal. Dead or diseased/damaged trees on any lot, which might create a hazard to property or person, shall be promptly removed by the Owner. Grass and weeds shall be kept mowed to prevent unsightly appearance. The expense of retaining a third party to cut weeds or grass or remove dead and hazardous trees incurred by the Board of Directors and necessitated by inaction on the lot Owner's part, will be the responsibility and obligation of the Lot Owner (as well as any cost of collection), and a lien shall be placed on the Lot if the Owner fails to pay the expense.

J) Antennas. No television antenna, satellite dish, radio receiver, or other similar device shall be attached to or installed on any portion of the Subdivision unless contained entirely within the interior of a building or other structure. Small satellite dishes are permitted on the exterior of a dwelling but only when approved by the Architectural Review Committee. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot or Dwelling which may unreasonably interfere with the reception of television or radio signals within the Subdivision; provided, however, that the Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Subdivision, and should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner may make written application to the Architectural Review Committee for permission to install a television antenna to be located on the exterior of the Dwelling.

K) No water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like, shall be installed or maintained on any Lot above the surface of the ground except for above ground lawn hoses.

L) No structure of a temporary character, and no trailer, house trailer, mobile home, stable, or outdoor clothes dryer shall be erected, used or maintained on any Lot at any time provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon or necessary in connection with sales efforts and operations approved by the Developer. No such temporary structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of any of such improvements. All debris on a Lot resulting from storms, hurricanes, fires or other natural disasters shall be the responsibility of the owner for prompt removal.

M) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the

Developer or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situated upon The Property, provided that one temporary real estate sign and one temporary builder's sign, not exceeding six (6) square feet in area, each, approved by the Architectural Control Committee may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. No signs of any nature shall be allowed in common areas except as approved by the Board of Directors. Real estate open house signs must be removed promptly following said open house hours. Temporary business signs regarding remodeling or home improvements of any residence shall only remain on a Lot during the actual period of renovation and shall be removed upon completion of same.

N) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. No plant or landscape materials shall be allowed to obstruct any stop signs or other street or traffic signs.

O) No Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

P) Each Owner, at his expense, shall be responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all time. Each Owner shall keep his Lot mowed at all times and free from rubbish, trash, debris and noxious weeds.

Each Owner shall keep the exterior of his home and any other approved structures reasonably maintained, including garages. This shall include the painting or replacement of roofs, gutters, downspouts and exterior building surfaces (including powerwashing of siding) and any other necessary maintenance including the replacement of windows, doors or shutters when necessary.

No dwelling or other improvements which are located upon The Property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish and other offensive matter. Dead trees shall be removed by the Lot Owner at the Lot Owners expense. The failure of the Lot Owner to comply with this section shall authorize the Association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance and charge the Lot Owner for the expense as an additional assessment owed by the Lot Owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VII, Section 3, hereof.

Q) All raised houses must have lattice skirting, or other suitable material or landscaping around the entire raised portion of the house in order to prevent a "see through"

appearance. Each raised house shall provide not less than 18" clearance for a crawl space under the floor joists and 12" under the sills. The finished first floor elevation shall not exceed five feet (5') from existing grade.

R) Fences may be erected and maintained only after approval as to location, design, height and materials by the Architectural Control Committee and shall further comply with the following:

i) No fence shall be erected, placed or altered on any Lot nearer to any street than on a line parallel to the front of the main dwelling. Fences shall not exceed seven (7) feet in height. There shall be no front yard fences.

ii) No fences shall utilize barbed wire, creosote posts, chain link or mesh wire fence material.

iii) No fence shall be erected, placed or altered on any corner lot (a Lot having frontage on two streets) nearer to the side street than the side setback line.

iv) No double fencing shall be permitted.

v) All Owners shall maintain and keep in good repair any and all fences, and the gates thereto, located on their Lot.

S) A dwelling constructed on any Lot shall comply with the following requirements:

I) The main dwelling on Lots 28 through 38B, inclusive, and Lots 78 through 130, inclusive, of the Subdivision shall have not less than 2700 square feet of heated and cooled area. (The lot number designation includes lot numbers followed by the letter designation "A" or "B" shown on a plat);

ii) The main residential dwelling on Lots 1 through 24, inclusive, Lots 42 through 77, inclusive, Lots 133 through 190, inclusive, and Lots 201 through 255, inclusive of the subdivision shall have not less than 2200 square feet of heated and cooled area. (The lot number designation includes lot numbers followed by the letter designation "A" or "B" shown on a plat.);

iii) The main residential dwelling on Lots 25, 26, 27, 39, 40, 41, Lots 191 through 200, inclusive, Lots 226 through 271, inclusive, Lots 272 through 287 inclusive, inclusive and Lots 288 through 297 inclusive of the subdivision shall have not less than 2400 square feet of heated and cooled area. (The lot number designation includes lot numbers followed by the letter designation AA@ or AB@ shown on a plat.);

iv) No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family dwelling, not to exceed 2-1/2 stories in height, with an overall height limitation of 35 feet, and a private garage.

v) The construction of sidewalks, cement walkways or other concrete or blacktop travel paths running parallel to the street fronting on any Lot are strictly prohibited.

This provision does not prohibit the construction of a walkway leading from a driveway or street to a front or rear door of a house.

T) The finished floor elevation of each dwelling constructed on a Lot shall be in accordance with the State of Louisiana and the Parish of St. Tammany regulations.

U) Any out-building, storage shed, cabana, gazebo, or other detached structure shall obtain the approval of the Architectural Control Committee and shall further comply with the following guidelines: (i) have a maximum of 144 square feet under beam; (ii) comply with all setback requirements; and (iii) the building must architecturally conform and be compatible with the elevation, design and material of the main residential dwelling on the Lot.

V) The discharge of firearms or operation of unlicensed motor bikes, motorcycles, two wheel, three wheel or four wheel motorized recreational vehicles upon The Property is strictly prohibited.

W) Building set back lines and utility servitudes are hereby established in accordance with the Plat.

X) All driveways and aprons must be concrete and must connect the driveway from the street to the garage or carport. All driveways shall be a minimum of ten (10) feet in width and shall be constructed not closer than one (1) foot from the side property line. Circular driveways, and particularly driveways having an ingress or egress to a street at more than two locations on a Lot must be approved by the Architectural Control Committee.

Y) No individual water wells or individual sewerage treatment systems shall be allowed on any Lot. Each Lot shall utilize the central sewerage and water systems available designed for the Subdivision for all water and sewerage uses.

Z) Outdoor loudspeakers, radios, public address systems and the like, whether they be of a temporary or permanent nature, are expressly prohibited. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

AA) In order to maintain a uniform design for all lamps or lighting facilities installed in the yard of a residence, all lamps and lighting facilities installed on any Lot must be approved as to design, quality, manufacturer and location by the Architectural Standards Committee.

BB) In order to maintain a uniform design for mail boxes, all mail boxes located within The Property shall be approved as to design, quality, manufacturer and location by the Architectural Control Committee.

CC) With respect to the established drainage pattern on any Lot, and as a part thereof, these restrictions hereby establish the following requirements which shall be observed and satisfied by each Lot Owner for his Lot, to wit:

I) Each Lot shall be graded to drain to the nearest appropriate drainage servitude unless the Architectural Control Committee indicates otherwise.

ii) Each Lot Owner shall create and maintain a drainage-way ("swale"), being five feet in width immediately adjacent to the interior side Lot lines of his Lot, in order to provide for and to carry drain water from his Lot and from the adjoining Lot to the nearest appropriate drainage servitude. No fence shall substantially interfere with the drainage flow in this swale area.

iii) Each Owner shall maintain the drainage servitudes, swale and ditches located on and immediately adjacent to his Lot to ensure sufficient flow and drainage of water through the drainage areas. In the event an Owner fails to sufficiently maintain said servitudes, ditch or swale, the Association has the right, but not the obligation, to undertake any maintenance necessary to ensure sufficient flow and drainage through the drainage areas and to assess the cost of said maintenance, plus an additional administrative fee, to the Lot Owner. In the event the Association exercises its rights hereunder, the Owner shall permit reasonable ingress and egress on his Lot by the Developer and/or the Association for the purposes of maintenance and preservation of the established drainage pattern, the Drainage Servitude areas and the said swale areas.

iv) With respect to the drainage of his Lot, an Owner shall be required to comply with the grading, elevation and fill requirements of these restrictions and the Architectural Control Committee at the time he shall construct a residence on his Lot.

DD) Regulations regarding culverts and driveways:

All driveways and culverts shall comply with the mandates and directives of the Architectural Control Committee and shall be installed in accordance with the St. Tammany Parish Department of Engineering specifications and standards and set at elevations required by the Architectural Control Committee and the St. Tammany Parish Department of Engineering. Each driveway culvert shall extend not less than four feet (4') beyond the edge of the concrete driveway. It is the responsibility of the Owner to install the culvert at the correct elevation. If the culvert is moved or is damaged during construction, it is the Owner's responsibility to replace or correct the culvert before pouring the concrete driveway. Failure to properly install a culvert shall authorize the Architectural Control Committee to replace and correct the culvert at Owner's expense. In addition to any other right or remedy in favor of the Developer, the Board of Directors or the Architectural Control Committee, the failure of the Owner to comply with this section shall authorize the Association to provide the necessary, work, labor, materials and maintenance necessary to bring the Lot/Lot Owner into compliance and charge the Owner responsible for the expense as an additional assessment owed by the Owner. The collection of the amounts owed shall be made in accordance with the rights and remedies provided in Article VII, Section 3 hereof. In addition to the above, each Lot Owner shall comply with the following required driveway culvert sizing:

Lot #	Size	Lot #	Size	Lot #	Size
SECTION 1					

15	15"Ø	123	15"Ø	186	18"Ø
16	15"Ø	124	15"Ø	187	15"Ø
17	42"Ø	125	15"Ø	201	36"Ø
18	42"Ø	126	15"Ø	202	30"Ø
19	42"Ø	127	15"Ø	203	30"Ø
20	42"Ø	128	15"Ø	204	30"Ø LOT #SIZE LOT #SIZELOT # SIZE
21	42"Ø	165	15"Ø	205	30"Ø
22	42"Ø	166	15"Ø	206	30"Ø
72	15"Ø	167	15"Ø	207	30"Ø
73	15"Ø	168	15"Ø	208	15"Ø
74	15"Ø	169	15"Ø	209	15"Ø
75	15"Ø	170	15"Ø	210	15"Ø
76	15"Ø	171	18"Ø	211	15"Ø
77	18"Ø	172	48"Ø	212	18"Ø
78	15"Ø	173	36"Ø	213	18"Ø
79	15"Ø	174	36"Ø	214	18"Ø
80	15"Ø	175	36"Ø	215	21"Ø
81	15"Ø	176	24"Ø	216	21"Ø
82	27"Ø	177	24"Ø	217	21"Ø
83	18"Ø	178	24"Ø	218	21"Ø
84	18"Ø	179	24"Ø	219	18"Ø
85	18"Ø	180	24"Ø	220	18"Ø
118	21"Ø	181	21"Ø	221	18"Ø
119	21"Ø	182	21"Ø	222	15"Ø
120	24"Ø	183	21"Ø	223	15"Ø
121	24"Ø	184	18"Ø	224	15"Ø
122	24"Ø	185	18"Ø	225	15"Ø
SECTION 2					
60	27"Ø	71	15"Ø	96	15"Ø
61	27"Ø	86	15"Ø	97	15"Ø
62	15"Ø	87	15"Ø	98	15"Ø

63	15"Ø	88	15"Ø	141	21"Ø
64	15"Ø	89	15"Ø	142	21"Ø
LOT #	SIZE	LOT #	SIZE	LOT #	SIZE
65	15"Ø	90	15"Ø	159	27"Ø
66	15"Ø	91	15"Ø	160	27"Ø
67	15"Ø	92	18"Ø	161	18"Ø
68	15"Ø	93	18"Ø	162	18"Ø
69	15"Ø	94	15"Ø	163	15"Ø
70	15"Ø	95	15"Ø	164	15"Ø

Pipe Equivalency

48"Ø - 2- 36"Ø - 1- 36" x 58 1/2" CAP
42"Ø - 2- 30"Ø - 1- 31 5/16" x 51 1/8" CAP
36"Ø - 2- 27"Ø - 1- 26 5/8" x 43 3/4" CAP
30"Ø - 2- 21"Ø - 1- 22 9/16" x 36 1/4" CAP
27"Ø - 2- 21"Ø
24"Ø - 2- 18"Ø - 1- 18" x 28 1/2" CAP
21"Ø - 2- 15"Ø - 1- 15 1/2" 26" CAP

In addition to the above schedule, please refer to the master paving and drainage plan for the Subdivision on file with the St. Tammany Department of Engineering and the St. Tammany Parish Department of Development.

EE) Specific restrictions regarding Parcel A.

The following specific restrictions shall apply and control land use of Parcel A as shown on the Plat of the Northpark Subdivision, Phase III, Sections 1 and 2:

i) Parcel A as shown on the Plat is a Limited Common Area;

ii) Parcel A shall be owned by the Association and shall be primarily used by the Association as a detention area. The Association reserves full use of Parcel A for maintenance, excavation, construction of drainage conduits and facilities and other rights of use associated with its ownership of Parcel A. A Lot Owner adjoining Parcel A shall have a secondary, subordinate and inferior right of use as hereinafter defined;

iii) Lot Owners adjoining Parcel A, specifically the owners of Lots 67 through 77, inclusive, and Lots 81 through 93, inclusive, shall have the right of use of the portion of Parcel A extending from the Lot Owner's rear Lot line to the centerline of Parcel A (as shown on the Plat) and further bounded by the extension of each side Lot line to the centerline of Parcel A (as

shown on the Plat) (“Parcel A Yard Extension”). Except as set forth below, an individual Lot Owner with Parcel A Yard Extension use rights shall be liable in all respects and responsible for all maintenance, landscaping, pruning, dead or diseased tree removal, terrain repairs, maintenance and other general upkeep for his/her individual Parcel A Yard Extension area, except that the Homeowners Association shall maintain the drainage ways and drainage servitudes set forth on the subdivision plan. The Developer is aware that the centerline of Parcel A (as shown on the Plat) may not constitute the exact center of Parcel A, but is designated as the centerline for the purposes of this right of use and obligation of maintenance;

iv) This right of use of the Parcel A Yard Extension in favor of a Lot Owner adjoining Parcel A is restricted to a right of maintenance and recreation. Except for the removal of dead or diseased trees, a Lot Owner is prohibited from impeding drainage servitudes, cutting trees, constructing any playground equipment, buildings, structures, monuments or other temporary or permanent works within Parcel A;

(v) The rules, regulations and right of use of Parcel A is further specifically subject to the control of the Board of Directors of the Association and use of Parcel A may be individually terminated, limited, modified, revoked or rescinded by the affirmative vote or written agreement of a majority of the Board of Directors.

FF) Time Sharing. No Lots or Dwellings may be sold under any time sharing, time-interval, or similar right-to-use programs.

Article X

Section 1. Duration - Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to this act of dedication and restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part, except as allowed in Article IV. herein. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of modification, amendment or termination signed by the Board of Directors only upon approval of a majority of a quorum of members present at a meeting duly noticed for said purpose. The notice for any such meeting shall include a description of the proposed amendment(s). The authority of the Developer to execute all previous Amendments as well as the present amendment to the Original Restrictive Covenants pursuant to the authority granted in the prior version of Article X, Section 1 is hereby

confirmed and ratified, and the subject amendment is the last amendment to be executed by the Developer.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of the Subdivision. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both: and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also be entitled to recover the reasonable attorney's fees and costs incurred by it in connection with the enforcement of these servitudes, privileges and restrictions.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages.

In addition to all other relief authorized herein, the Association is further hereby authorized to levy and collect sanctions against the Owners of Lots in the Subdivision for noncompliance with the within servitudes, privileges or restrictions or the Regulations, including, but not limited to reasonable fines, penalties, and/or assessments of any costs which the Board of Directors of the Association in its discretion deems necessary and proper.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing, or when forwarded by electronic mail ("e-mail") to the last known e-mail address of the person who appears as Member or Owner on the records of the Association at that time.

Section 4. Severability. Invalidation of any one provision herein, including but not limited to any right, servitude, privilege, restriction, or remedy, by judgment, decree or order shall in no way affect any of the other provisions hereof, each of which shall remain in full force and effect.

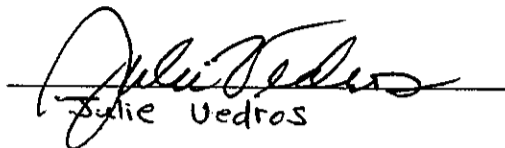
Section 5. Captions. The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.

Section 6. Replacement of Original Restrictive Covenants and Amendments. Pursuant to the authority granted in Article X, Section 1 of the Original Restrictive Covenants, this Restatement and Consolidation of the Servitudes, Easements and Restrictive Covenants shall supercede and replace the Original Restrictive Covenants and Amendments, as previously identified herein. In the event of any conflict between these Restrictive Covenants and any Regulations or Design Guidelines adopted for the Association, these Restrictive Covenants shall prevail.

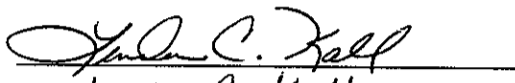
THUS DONE AND PASSED in Covington, Louisiana, on the 28th day of April, 2006 in the presence of the undersigned competent witnesses, who hereunto subscribe their names with the said Notary, after due reading of the whole.

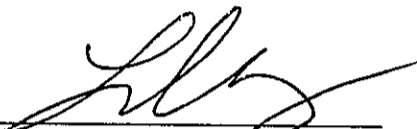
WITNESSES:

ESTATES OF NORTHPARK,
LIMITED PARTNERSHIP


Julie Uedros

By: 
DAVID L. WALTEMATH


LINDA C. KALL


LELAND R. GALLASPY
NOTARY PUBLIC
BAR ROLL NO. 21601