RESTATEMENT AND CONSOLIDATION
OF SERVITUDEs, EASEMENTS AND
RESTRICTIVE COVENANTS
AND AMENDMENTS

PARISH OF ST. TAMMANY

FOR: ESTATES OF NORTHPARK
SUBDIVISION

STATE OF LOUISIANA

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 1003562;

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;
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;
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 enact by 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.
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 hereinafore provided for. Any Class A member may propose 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
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 its 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,
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.
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.
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"
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
<table>
<thead>
<tr>
<th>Section</th>
<th>Lot</th>
<th>Building</th>
<th>Street</th>
<th>Block</th>
<th>Lot</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td>15&quot; Ø</td>
<td>175</td>
<td>36&quot; Ø</td>
<td>215</td>
<td>21&quot; Ø</td>
</tr>
<tr>
<td>81</td>
<td>15&quot; Ø</td>
<td>176</td>
<td>24&quot; Ø</td>
<td>216</td>
<td>21&quot; Ø</td>
</tr>
<tr>
<td>82</td>
<td>27&quot; Ø</td>
<td>177</td>
<td>24&quot; Ø</td>
<td>217</td>
<td>21&quot; Ø</td>
</tr>
<tr>
<td>83</td>
<td>18&quot; Ø</td>
<td>178</td>
<td>24&quot; Ø</td>
<td>218</td>
<td>21&quot; Ø</td>
</tr>
<tr>
<td>84</td>
<td>18&quot; Ø</td>
<td>179</td>
<td>24&quot; Ø</td>
<td>219</td>
<td>18&quot; Ø</td>
</tr>
<tr>
<td>85</td>
<td>18&quot; Ø</td>
<td>180</td>
<td>24&quot; Ø</td>
<td>220</td>
<td>18&quot; Ø</td>
</tr>
<tr>
<td>118</td>
<td>21&quot; Ø</td>
<td>181</td>
<td>21&quot; Ø</td>
<td>221</td>
<td>18&quot; Ø</td>
</tr>
<tr>
<td>119</td>
<td>21&quot; Ø</td>
<td>182</td>
<td>21&quot; Ø</td>
<td>222</td>
<td>15&quot; Ø</td>
</tr>
<tr>
<td>120</td>
<td>24&quot; Ø</td>
<td>183</td>
<td>21&quot; Ø</td>
<td>223</td>
<td>15&quot; Ø</td>
</tr>
<tr>
<td>121</td>
<td>24&quot; Ø</td>
<td>184</td>
<td>18&quot; Ø</td>
<td>224</td>
<td>15&quot; Ø</td>
</tr>
<tr>
<td>122</td>
<td>24&quot; Ø</td>
<td>185</td>
<td>18&quot; Ø</td>
<td>225</td>
<td>15&quot; Ø</td>
</tr>
</tbody>
</table>

**SECTION 2**

<table>
<thead>
<tr>
<th>Section</th>
<th>Lot</th>
<th>Building</th>
<th>Street</th>
<th>Block</th>
<th>Lot</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>27&quot; Ø</td>
<td>71</td>
<td>15&quot; Ø</td>
<td>96</td>
<td>15&quot; Ø</td>
</tr>
<tr>
<td>61</td>
<td>27&quot; Ø</td>
<td>86</td>
<td>15&quot; Ø</td>
<td>97</td>
<td>15&quot; Ø</td>
</tr>
<tr>
<td>62</td>
<td>15&quot; Ø</td>
<td>87</td>
<td>15&quot; Ø</td>
<td>98</td>
<td>15&quot; Ø</td>
</tr>
<tr>
<td>63</td>
<td>15&quot; Ø</td>
<td>88</td>
<td>15&quot; Ø</td>
<td>141</td>
<td>21&quot; Ø</td>
</tr>
<tr>
<td>64</td>
<td>15&quot; Ø</td>
<td>89</td>
<td>15&quot; Ø</td>
<td>142</td>
<td>21&quot; Ø</td>
</tr>
<tr>
<td>65</td>
<td>15&quot; Ø</td>
<td>90</td>
<td>15&quot; Ø</td>
<td>159</td>
<td>27&quot; Ø</td>
</tr>
<tr>
<td>66</td>
<td>15&quot; Ø</td>
<td>91</td>
<td>15&quot; Ø</td>
<td>160</td>
<td>27&quot; Ø</td>
</tr>
<tr>
<td>67</td>
<td>15&quot; Ø</td>
<td>92</td>
<td>18&quot; Ø</td>
<td>161</td>
<td>18&quot; Ø</td>
</tr>
<tr>
<td>68</td>
<td>15&quot; Ø</td>
<td>93</td>
<td>18&quot; Ø</td>
<td>162</td>
<td>18&quot; Ø</td>
</tr>
<tr>
<td>69</td>
<td>15&quot; Ø</td>
<td>94</td>
<td>15&quot; Ø</td>
<td>163</td>
<td>15&quot; Ø</td>
</tr>
<tr>
<td>70</td>
<td>15&quot; Ø</td>
<td>95</td>
<td>15&quot; Ø</td>
<td>164</td>
<td>15&quot; Ø</td>
</tr>
</tbody>
</table>

**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;
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 supersede 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.