

**DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA**

PARISH OF ST. TAMMANY

BY: NORTHPOINTE BUSINESS PARK, L. L. C.

FOR: NORTHPOINTE BUSINESS PARK

BE IT KNOWN on the 14 day of March, 2007,

BEFORE THE UNDERSIGNED Notary Public, duly commissioned and qualified in and for the state and parish designated, there in residing, and in the presence of the witnesses hereinafter named and undersigned:

NORTHPOINTE BUSINESS PARK, L. L. C., a limited liability company organized under the laws of the State of Louisiana, domiciled in Jefferson Parish, Louisiana, herein represented by Christopher W. Lopez, its duly authorized manager, the mailing address of which is 179 Hickory Avenue, Harahan, LA 70123, hereinafter referred to as the "Developer".

WHEREAS, Developer is the owner of a parcel of commercially zoned property situated in Section 3, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana (the "Business Park Property"), more particularly described in Article I hereinafter and also described as per the survey by Ned R. Wilson, PLS, dated September 14, 2006; and

WHEREAS, Declarant has subdivided the Business Park Property into lots for sale as commercial lots for construction of buildings and improvements, subject to certain servitudes for a road, drainage, utilities, sewer and water; and

WHEREAS, Declarant desires to provide for the preservation of the values and for the maintenance of the road, drainage and other amenities as a part of said project; and to this end, desires to subject and encumber the Business Park Property with the servitudes, restrictive covenants, privileges and declarations, hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, which shall inure to the benefit of the Business Park Property described herein and the present and subsequent Owners thereof; and

WHEREAS, in order for Declarant to insure a uniform plan of development, it deems desirable for the efficient operation of the Business Park Property, and for the maintenance of the values, amenities and safeguards provided in the Business Park Property, to create an Association to which shall be delegated and assigned the power and duties of administering and enforcing the within servitudes, privileges and restrictive covenants, maintaining the road, and collecting and disbursing the charges and assessments hereinafter created; and

WHEREAS, Declarant has formed or intends to form "Northpointe Business Park Owners Association, Inc.", as a nonprofit corporation without capital stock under the Laws of the State of Louisiana for the purpose of carrying out the powers and duties afforded it by the Laws of the State of Louisiana and by the restrictive covenants and dedications contained herein.

NOW, THEREFORE, Declarant hereby declares that the real property described in Article I herein and as reflected in the Subdivision Plat shall be held, conveyed, hypothecated and encumbered, sold, used, occupied and improved subject to the servitudes, privileges and declarations hereinafter set forth, all of which are declared and agreed to be in aid of a general plan of improvement and development of the Business Park Property and shall be deemed to run with the land and shall be binding upon Declarant, Declarant's successors, assigns and liquidators and

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shall inure to the benefit of and be enforceable by the Declarant, its successors, assigns and liquidators, and further shall be enforceable by the Association and any Person acquiring or owning any lot within of the Business Park Property, as hereinafter defined.

ARTICLE I. PROPERTY

The immovable property subject of this act of dedication of servitudes, easements and restrictive covenants is described as follows, to-wit:

A certain parcel of immovable property situated in Section 3, Township 7 South, Range 10 East, Saint Tammany Parish, Louisiana and more fully described as follows:

Commence at the Northeast corner of Section 3, Township 7 South, Range 10 East, and go South 89 degrees 51 minutes 51 seconds East, 1291.44 Feet, to the POINT OF BEGINNING, thence South 89 degrees 51 minutes 51 seconds East, 944.92 feet, thence South 24 degrees 01 minutes 47 seconds East, 1090.80 feet, thence South 00 degrees 12 minutes 49 seconds East, 312.38 feet, thence South 89 degrees 59 minutes 40 seconds West, 308.31 feet, thence along a curve to the left having a radius of 80.00 feet and an arc length of 123.98 feet, thence South 89 degrees 59 minutes 40 seconds West, 186.06 feet, thence South 00 degrees 00 minutes 20 seconds East, 560.00 feet, thence South 89 degrees 59 minutes 40 seconds West, 170.00 feet, thence along a curve to the left having a radius of 48.00 feet and an arc length of 75.40 feet, thence South 89 degrees 59 minutes 40 seconds West, 80.00 feet, thence North 00 degrees 00 minutes 20 seconds West, 43.86 feet, thence South 89 degrees 52 minutes 52 seconds West, 435.80 feet, thence North 00 degrees 07 minutes 08 seconds West 530.03 feet, thence South 89 degrees 59 minutes 35 seconds West, 247.15 feet, thence North 00 degrees 00 minutes 20 seconds West, 714.98 feet, thence North 89 degrees 59 minutes 40 seconds East, 198.17 feet, thence North 00 degrees 00 minutes 20 seconds West, 631.02 feet, back to the POINT OF BEGINNING, containing 49.5189 Acres.

ARTICLE II. DEFINITIONS

- 2.1. "Architectural Committee" shall mean and refer to the Northpointe Business Park Architectural Control Committee authorized and provided for hereinafter ("NBPACC"), and appointed by the Board of Directors of the Association. The NBPACC shall consist of and be controlled by the Developer as long as the Developer owns at least one lot in the Business Park Property.
- 2.2. "Association" shall mean and refer to the Northpointe Business Park Owners Association, Inc., a non-profit corporation consisting entirely of the Developer and all of the property owners of the Subdivision and future phases added to these restrictions when and if developed.
- 2.3. "Developer" shall mean NORTHPOINTE BUSINESS PARK, L.L.C., its successors, assigns, or transferees.
- 2.4. "Directors" shall be the directors who administer and run the Association, as set forth by the Articles or Incorporation of the Association.
- 2.5. "Lot" shall mean each of the Subdivision parcels of real property designated for commercial construction and private ownership in Northpointe Business Park, as

shown on the Subdivision Plat, and any other lots on future phases of the Subdivision if Developer elects to add future phases to these restrictions, as land owned or hereafter purchased by developer is developed in this vicinity.

- 2.6. "Owner" shall mean the record holder of fee simple title to a Lot or resubdivided Lot within the Business Park Property;
- 2.7. "Rules and Regulations" shall mean the rules and regulations as may be promulgated by the NBPACC from time to time, governing the rules and standards for and the maintenance of improvements and landscaping on the premises, the day to day operations conducted within the subdivision, construction and the procedure for obtaining necessary prior approval for site preparations and constructions,
- 2.8. "Subdivision" shall mean all phases, present and future, of Northpointe Business Park Subdivision in St. Tammany Parish, Louisiana,
- 2.9. "Subdivision Plat" shall mean the final subdivision plat for Northpointe Business Park, prepared by Ned R. Wilson, PLS and recorded in the public map records maintained by the Clerk of Court for St. Tammany Parish, Louisiana. "Subdivision Plat" also includes any future amendments or revisions of the final plat and the final subdivision plat for any future phases of Northpointe Business Park.

III. USE OF PROPERTY

- 3.1. The Subdivision is zoned M2 Intermediate Industrial for commercial use by the proper parish authorities. Developer reserves the right to re-zone any portion of the property, at its option, as long as the new zoning is consistent with commercial use of the parcels. The lots shall be subjected to no other use than those allowed under the zoning ordinances of the Parish of St. Tammany on the date of this instrument or as hereafter amended or as hereafter re-zoned by Developer. Developer may, however, utilize a lot or lots as a temporary sales and/or administration offices until all lots in all phases of the Subdivision are sold, and may utilize a trailer or modular building type facility to do so.
- 3.2. All improvement on the lots shall be constructed in accordance with the requirements provided herein below and shall thereafter be maintained by the owner in a clean, safe, attractive condition and in good repair.

IV. PROHIBITED ACTIVITIES

- 4.1. Animals may be maintained on the Business Park Property in the normal course of business of an owner or tenant. In particular veterinarian hospitals and clinics and boarding kennels operated in connection with an on-site veterinarian hospital and clinic are permitted, provided same are permitted under the zoning classification for the property now or hereafter. Further guard dogs properly secured on the premises are permitted provided same do not disturb other owners or constitute a nuisance in the opinion of the Association.
- 4.2. No flammable products or hazardous substances shall be stored in bulk upon any lot except that each lot may contain a fuel storage tank approved in writing in advance by the NBPACC with respect to size, location, and aesthetics. The NBPACC may also require that the storage tank be obscured from public view by a fence approved by the NBPACC. No accumulation, storage or incineration of any trash, by-products

or other material is allowed. No accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted on any lot unless enclosed fully behind a opaque (non-transparent) fence which completely obscures the items from view, 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 for periods deemed reasonable by the NBPACC.

- 4.3. No structure of any temporary character such as a trailer or modular building is allowed on any Lot except a temporary sales/administrative office by the Developer. Vehicles, motorcycles, and other personal transportation vehicles, may not be abandoned in any parking lot or on any property.
- 4.4. Trees: Developers, Owners and Contractors should make every effort to maintain trees measuring in excess of six (6) inches in diameter and three (3) feet above the ground and should adhere to all approved relevant St. Tammany Parish landscape requirements and shall adhere and comply with the landscape plan submitted to the NBPACC.
- 4.5. Garbage and rubbish receptacles and/or dumpsters shall be in complete conformity with sanitary regulations of St. Tammany Parish and may be located inside buildings or on the side or rear of the building completely within and behind opaque screens or fences approved by the NBPACC in advance of placement of the receptacles and construction of the surrounding screen or fence.
- 4.6. No owner will do or permit to be done any act upon his property which may be, or is, or may become, a nuisance to the other owners or which is unsafe, hazardous or illegal.
- 4.7. No plan for any building shall be approved unless a landscape plan has been submitted and approved by the NBPACC. Each Lot including swales and/or drainage ditches shall be fully sod and landscaping shall be installed before the premises are occupied. It is specifically noted that even though this is an industrial subdivision it is intended that the property be developed and maintained in an attractive and aesthetically pleasing manner. Therefore these restrictions require the installation and continued maintenance of landscaping which enhances and beautifies the development of each site. All bedding areas shall be mulched and maintained at least monthly. Any sod, trees, or shrubs, which die or become unsightly because of disease or lack of care, will be promptly replaced by the property owner. The Association shall be and is hereby authorized to take such actions as are necessary to assure that the sod, trees and landscaping are installed and maintained, including the right to go onto the premises or to have a subcontractor hired by the Association to go onto the premises to replace sod, trees and or shrubs and or maintain same should the property owner fail to do so and thereafter the Association shall have all lien and/or Collection rights as provided in Article IX, hereafter.
- 4.8. No trash or junk pile shall be allowed to be placed or to remain outside any building anywhere in the Subdivision, including vacant lots. No oil, gas, freon, paints or other hazardous polluting materials shall be drained, dumped, buried or disposed of on the Business Park Property, and no burning of any material may be conducted upon the Business Park Property.
- 4.9. No changes in the elevations or drainage of the land, other than changes to meet Governmental regulations shall be made on the property without prior written approval of the NBPACC. Such changes shall in no manner adversely affect any

neighboring property.

- 4.10. All antennas (excluding TV antennas) must be of the concealed type installed inside attic space or other enclosures. Satellite dishes are allowed only if hidden from sight in a manner approved in advance in writing by the NBPACC.
- 4.11. Outdoor speakers, radios, public address systems and the like, whether temporary or permanent, are expressly prohibited if same can be heard from adjacent lot areas. Noise emanating from inside a structure shall not be audible outside the structure to such a level as to cause a nuisance, keeping in mind that this development allows for certain industrial use. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.
- 4.12. There shall be no individual water supply systems or sewerage treatment plants or septic tanks on any lot, unless approved in advance for temporary use by applicable governmental agencies and the NBPACC. Central water and sewerage shall be provided by Developer. All associated cost to connect to water and sewerage services or install temporary facilities shall be at the expense of the property owner.
- 4.13. No building or other structure (including but not limited to fences, driveways, signs or landscaping), nor the exterior thereof, may be constructed, altered, renovated, built or materially changed in any way (including, without limitation, shape, size, color, signs, lighting, windows, or exterior doors) without the prior written approval of the NBPACC of the complete architectural plans and specifications in accordance with the standards set forth herein. The NBPACC shall be entitled to charge a reasonable fee for reviewing plans and specifications submitted to it. The fee schedule shall be set by the Board of Directors.
- 4.14. No owner shall install or cause to be installed any mailbox except as approved in writing by the NBPACC which reserves the right to require standardized mailboxes for all Lots. No owner shall install or cause to be installed any exterior lamp post or street lighting except as approved by the NBPACC. The NBPACC reserves the right to authorize the installation of standardized street lighting.
- 4.15. No sidewalks, entrances, passages, servitudes for service roads, driveways and/or roadways located within the Subdivision shall be obstructed, fenced, or encumbered or used for any purpose other than ingress and egress to and from the premises.
- 4.16. No Lot shall be partitioned, divided or resubdivided without the express written consent of the NBPACC and after compliance with all of the requirements of the Parish of St. Tammany, State of Louisiana.
- 4.17. Building set back lines and utility servitudes are hereby established in accordance with the Subdivision Plat.
- 4.18. The Subdivision Plat contains certain enumerated restrictive covenants, and said restrictive covenants are adopted and incorporated herein by reference.

V.

EASEMENT OVER LOTS

The Developer shall have the right to grant reasonable servitudes, easements, greenbelts, licenses and common service roads and rights of way for sewer, water, storm drain, telephone, electricity, gas, cable T.V. and other utility lines and for streets or rights of passage over portions

of the lots prior to the sale of the lots to a third party. The depiction of a servitude, greenbelt area, service road or other such notation of servitude on the Subdivision Plat shall establish the servitude, greenbelt, common service road and or easement shown or said property without any further formality.

VI. NORTHPOINTE BUSINESS PARK OWNERS ASSOCIATION

Any purchaser of a lot in the Subdivision shall be a member of the Northpointe Business Park Property Owners Association, Inc. and does agree to and does bind himself/itself/herself to be a member of and be subject to the obligations of this Declaration and the duly enacted articles, by laws and rules, if any, of the Association. The Association is specifically authorized and empowered to access individual Lot Owners and to provide for the collection of said assessments in accordance with La. R.S. 9:1145 et. seq and this Declaration. It is noted that Developer reserves the right to add such property or additional phases, as developed to these deed restrictions and covenants. At that time the Developer may also designate that the purchasers of lots therein will become members of this same Association.

Common property may also be designated by Developer in later phases of the subdivision and all common property is to be owned and maintained by this Association. This Association shall further have the obligation and authority to enforce and implement the provisions of these restrictions.

Subject to the limitation set forth herein, a membership is assigned for each lot, and the total votes assigned to each membership for a lot is determined by (1) dividing the square footage of each lot (excluding the square footage of any retention pond on the lot) by the total square footage of all lots in existing phases of the Subdivision, and (2) multiplying the quotient produced by the foregoing calculation by 100 to arrive at the total number of votes for each lot. By way of example, if the square footage of a particular lot is .10 (10%) of the total square footage of all lots in the Subdivision, then the owner of that lot would be entitled to ten (10) votes. If and when additional phases of the Subdivision are included in the development, the allocation of votes shall be recalculated to consider the square footage of the additional lots. The square footage of a lot and the number of votes assigned to the owner of the lot shall be determined by the Developer at the act of sale for the given lot. An owner, owning one or more Lots, shall be entitled to the votes for each Lot owned. A member shall not be entitled to exercise or cast his votes until (i) 90% of all Lots, including all future phases, have been sold by Developer or its successors, or (ii) the Developer authorizes in writing to allow voting prior to 90% of all Lots being sold. The Developer, or its successor, shall be the only member entitled to exercise its votes until 90% of the Lots in all phases, present and future, have been sold by the Developer, or the Developer provides the written authorization allowing other members to vote, whichever occurs first.

VII. ARCHITECTURAL CONTROL AND CONSTRUCTION

- 7.1. Architectural Control. No construction or structures of any type or nature shall be erected on any Lot or elsewhere on the property nor shall any landscaping be installed by any person, firm or corporation without the prior written approval of the NBPACC. For purposes of this section, the word "structure" shall be constructed most broadly and shall include but not limit to buildings, accessory structures, fences, walls, porches, overhangs, signs, excavation, driveways, culverts, walks, television antenna, and any other thing of every nature erected or placed on any part of the Business Park Property. For purposes of this section, any addition, modification or renovation to or of an existing structure shall require advance

written approval of the NBPACC. If the NBPACC has not taken action on the application for the construction within thirty (30) days after receipt of the required plans, then the construction of the structure shall be deemed approved. There may be a reasonable plan review fee for plans submitted for approval. The architectural review shall include the approval of the structure's size, construction materials, exterior appearances and building location on the lot and location of driveways. The NBPACC has the authority to disapprove the structure which it deems not to coincide with the aesthetics of the subdivision or which it deems to be too repetitive within the subdivision in its sole desecration. The architectural control committee shall be composed of at least 2 persons and no more than 3 persons, and shall be known as the NBPACC. A majority of members must be present for meetings and all matters not approved by a majority vote are denied. All building code requirements and or St. Tammany Parish building ordinances supersede any construction decision of the NBPACC.

- 7.2 Approval of plans. The owner/ builder shall submit two (2) sets of plans to the NBPACC at the office of Developer shown in the appearance herein or such other location designated by the NBPACC after the Developer no longer controls the Association. One set of plans will be signed as either approved or rejected within (30) thirty calendar days. The signed set will be returned, the other set may be retained for the committee's records.
- 7.3. Approval of Site Plan. The owner/builder shall submit a site plan to the NBPACC showing the building size and elevation, setback lines, driveway location, any other paving, fencing, landscaping plan including the types and numbers of trees and shrubs, to be installed and the location of proposed planting or installation and the drainage plan and culvert size and elevation, all drawn to scale, to the office of Northpointe Business Park, L. L. C. or such other location designated by the NBPACC after the Developer no longer controls the Association
- 7.4. Commencement and period of construction. Construction must commence as soon as practicable after, but in no event more than six (6) months after obtaining the approval of the NBPACC, unless the committee grants an extension. Construction must be subsequently completed within eighteen (18) months from the commencement of work. All necessary building and related permits must be obtained prior to commencement of construction, and all construction must be performed in accordance with any regulations promulgated by the NBPACC and applicable building codes and in accordance with the plans and specifications submitted to and approved by the NBPACC and approving governmental agencies. Any change in plans and specification during construction from those approved by the NBPACC shall be resubmitted for specific approval.
- 7.5. Building Construction. All elevations of any building situated on any lot with in the property must be constructed of brick or concrete masonry, exclusive of concrete block with an architectural treatment, on any part of elevation of said building which faces a front property line (corresponding to a street line). Said brick or concrete masonry front must also be returned a minimum of twenty-five (25) feet on all side elevations. The remainder of any such side elevations and all rear elevations may be of steel, aluminum, haydite or similar concrete block, or concrete construction, provided however, that all such materials shall be suitably painted and maintained at all times. Exterior color shall be harmonious with the overall esthetics of the property.

All elevations of any building which face a side street property line as a result of being situated on a corner lot must be constructed of brick or concrete masonry, exclusive of concrete block with an architectural treatment on any part of the elevation of said building which faces a street property line. Said brick or concrete masonry must also be returned a minimum of twelve (12) feet on the other contiguous exterior walls.

- 7.6. **Building Size and Height.** There is no minimum building size. Each building will have sufficient parking space as determined by St. Tammany Parish requirements and the NBPACC, and the stricter requirements shall apply.
- 7.7. **Accessory Structures.** Any and all accessory buildings, structures, markings and enclosures shall be consistent, as to design, quality and type of materials used for the building to which they are accessories.
- 7.8. **Building Location-Culverts-Elevations.**
 - a) The minimum set back requirements are as shown on the official recorded Subdivision Plat. Any and all greenbelts, servitudes, service roads and the like as shown on the Subdivision Plat, are hereby established, adopted and incorporated herein and construction of any nature which encroaches or interferes with any servitude, service road or greenbelt is prohibited, and may be removed at the expense of owner by the Association or its employee or subcontractor.
 - b) All driveways and aprons must be finished with a top layer of concrete unless fully enclosed behind an opaque (non-transparent) fence which completely obscures the items from view and which is previously approved in writing by the NBPACC. All driveways must have a culvert approved in writing for size and elevation by the NBPACC or a designated project engineer. Owner shall be obligated to submit to Developer a licensed surveyor's certificate certifying the culvert has been properly installed so as to assure proper drainage. Each driveway must have two (2) expansion joints, one on either side of the culvert for purposes of easy removal or replacement thereof. Should it be discovered that a culvert has been improperly installed, Developer or the Association reserves the right to designate a subcontractor to remove and reinstall or replace the culvert if necessary to a proper elevation at the Owner's expense. If the builder or Owner installs the culvert improperly, prior to corrective action being taken, Owner will be notified by the Developer or NBPACC. Failure to correct same within five (14) days of notice may result in NBPACC correcting same, and all costs incurred therewith shall be assessed to and the responsibility of Owner.
 - c) The placement of driveways on Lots must be approved in writing by the NBPACC to assure that no obstructions from parking, loading or unloading interfere with the traffic flow of streets, intersections, entrances or exits of driveways to any building or buildings and to assure that aesthetics of the overall Subdivision are preserved. No materials, supplies or equipment, including company owned or operated vehicles or trucks, shall be stored on any driveway or in any area on a Lot except inside a closed building, or behind an opaque visual barrier of a height to totally screen any equipment or vehicle from view of an adjoining Lot and/or street.

- d) Any owner who owns two or more adjacent Lots may construct a building across the common side line of the Lots, subject to compliance with all other setback requirements.
 - e) Construction of any nature is prohibited in any utility or drainage servitudes or easements, unless prior written approval is granted by the NBPACC and, if necessary, other governing authorities. Driveways may cross servitudes to join a street but shall not impair or restrict the use of said servitudes.
 - f) The minimum elevation for the lowest floor of all buildings shall exceed the minimum BFE (Base Flood Elevation) determined from the latest FEMA Flood Insurance Rate Maps, as obtained from the St. Tammany Parish Engineering Department or a licensed surveyor.
 - g) Any pier construction on raised buildings shall be faced with a material which is compatible with the building materials of the building, and appropriate material shall be used to close/skirt the open area between the piers.
- 7.9. Fences. All fences shall be of standardized materials and must be approved in writing by the NBPACC as to location and height prior to construction. No fences or wall shall be erected, placed or altered on any Lot within any front or side street setback area. Chain-Link fencing where allowed must be screened by opaque landscape planting or other means from adjoining properties and/or public streets. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangle area formed by the street property lines and a line connecting them at points twenty five (25') feet from the intersection of the street. The same sight line limitations apply on any Lot within twenty (20) feet from the intersection of a street property line with the edge of a driveway pavement. No tree or shrub shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
- 7.10. Lighting requirements. All lighting requirements shall be as per required building code and ordinance of St. Tammany Parish for buildings and parish right-of-ways.
- 7.11. Sign Control. All signs shall be of a size and nature so as to preserve the quality and atmosphere of Northpointe Business Park. No signs shall be placed on a Lot or on the exterior of any building constructed on a Lot without prior approval of the NBPACC, except a sign offering a Lot or Lots for sale or lease. Such for sale or lease signs may not exceed 4' x 8' in size or 32 square feet. However, a larger sign may be erected by the Developer during development and marketing of the Subdivision. This section does not affect signs announcing the name of the Subdivision, which shall be of such size and at such location as the Developer determines appropriate.
- 7.12. Parking Lots. All off street parking areas located in the front of buildings (front parking lots) shall be constructed of concrete. Off street parking areas located behind a building (rear parking lots) may be constructed of asphalt; however, the entire rear parking area shall be fully enclosed behind an opaque (non-transparent) fence which completely obscures the parking area from view and which is previously approved in writing by the NBPACC.
- 7.13. Despite any provisions to the contrary in any Association rules and guidelines which might be hereafter made, as long as the Developer continues to own at least one Lot in any phase of the Subdivision, the Developer has the right to appoint two members to the NBPACC. This provision may not be amended as long as the Developer continues to own one Lot in any phase of the Subdivision, However, Developer may

relinquish this right in writing sooner at Developer's option.

- 7.14. Authority to Grant Variances. The NBPACC shall have the exclusive power and authority to grant written variances from the strict application of any of these covenants provided that such variances shall not subvert the purpose and principal thereof. The granting of a variance should be based upon the NBPACC's opinion that the variance will improve the quality and/or appearance of the Subdivision or will alleviate practical difficulties or undue hardship. If a variance is granted, the variance may be conditioned upon owner taking affirmative action and/or making installation of fences, landscaping, or may require other actions on the Owner's part not otherwise required in the restrictions. Variances presented to the NBPACC shall be considered on an individual, case by case basis, and shall not be deemed to set any precedent for future decision by NBPACC. Variances granted may be temporary or permanent and shall not in any manner alter the force or effect of the restrictions with regard to other Lots. Variances required by law must be granted by the St. Tammany Parish Board of Adjustments or similar board of authority.
- 7.15. Disclaimer. Review and any approval of plans and specifications and/or plan for construction of structures, Lot drainage and/or culvert setting by the NBPACC or its designated officer agent or employee is for the purpose of assuring the desired aesthetics for the subdivision and is not intended nor shall it be construed to be a confirmation, warranty or representation by the NBPACC that the plans and specifications comply with any applicable building codes nor that any structure constructed pursuant to the plans and specifications will be structurally sound or fit. Further, neither the NBPACC nor the Developer is charged with verifying that the submitted plans are actually and correctly implemented, same being the responsibility of the Owner and the Owner's contractor. No party shall have any right or cause of action against the Association or the NBPACC or any member thereof arising out of the any deficiencies or defects in any plans or the construction of any structure, nor any right or cause of action for the non-implementation of the approved plan.

VIII.

MEMBERS' RIGHT OF ENJOYMENT

- 8.1. Subject to the provisions of these restrictions, and any regulations established by the NBPACC or the Association, every member shall have a right to use and enjoy the Lot acquired and owned by the said member as the legal owner thereof and any common areas in the Business Office Park, subject to the provisions of and restrictions contained in these restrictions and covenants:
- a) The right of the Association, in accordance with its rules and by-laws, to take such legal action as might be prudent and necessary to enforce the restrictions herein, including legal action, through an attorney employed by the Association if deemed appropriate, and the right to maintain and mortgage any common property which might hereafter be acquired to maintain or improve same.
 - b) The right of the Association, to take such steps as are reasonably necessary to protect the property values in the said subdivision, and to remove any materials, equipment, garbage, refuse, and the like from remaining on the property outside the building of any member, or in any service road area, street or other area, or to remedy and rectify any action or inaction of any member which is in violation of these restrictions.
 - c) The right of the Association to suspend the voting rights of any member, for any period during which any assessments made by the Association remains unpaid, and for any period not to exceed thirty (30) days after compliance as a sanction for any infractions of any published rules and regulations of the

Association or these restrictions.

IX. ANNUAL ASSESSMENTS AND CARRYING CHARGES

The purpose of Assessments is to generate the minimal amount of funds necessary to maintain the development amenities and common areas.

- 9.1. Each person, group of persons, corporation, partnership, limited liability company, trust or other legal entity, or any combination thereof, who becomes a record owner of a Lot, whether or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, an annual sum also sometimes referred to as "dues", "Assessments" or "carrying charges", equal to the member's proportionate share (as calculated in Sub-Section 9.2 herein) of the sum required by the Association, as estimated by the Developer (or the Board of Directors after the Developer no longer owns any lots in any phase of the Subdivision), to meet its annual expense, including but in no way limited to the cost of all operating expenses, expenses for services rendered and reserved as authorized and approved by the Association, including an estimated budget for maintenance and upkeep of common green areas, common signage, legal fees, accounting, management, administration, unexpected contingencies, or other services rendered at the request of the Association. The Developer shall likewise be obligated to pay its proportionate share of the Assessments on any unsold lots owned by the Developer in existing phases of the Subdivision. The Developer shall not be obligated to pay assessments on unsold lots owned by it in future phases of the Subdivision unless and until the future phase(s) receive final approval from the governing authorities of St. Tammany Parish and the lots are offered for sale to third parties in said phase.
- 9.2. As long as the Developer owns at least one Lot in any phase of the Subdivision, the Developer shall have the authority to determine and enact reasonable expense projections, fees and duties until the Association by vote shall determine the amount of assessments annually, but may do so at more frequent intervals should circumstances require. These annual assessments may be levied and collected on a semi-annual or annual basis, and prepayment may be made without penalty. Notice of an assessment shall be forwarded to all property owners by mail, electronic mail, facsimile or hand-delivered, but the failure to do so shall not nullify the assessment, same still being due and owing, but shall mean that the member not notified shall not be subject to any penalty for failure to pay said assessment prior to being notified of same. Each Lot owner shall pay his proportionate share of the annual assessment, and the proportionate share is calculated by dividing the square footage of each lot (excluding the square footage of any retention pond on the lot) by the total square footage of all lots in existing phases of the Subdivision to arrive at the fractional (percentage) of the total expenses. By way of example, if the square footage of a particular lot is .10 (10%) of the total square footage of all lots in the Subdivision, then the owner of that lot would be obligated to pay .10 (10%) of the total annual assessment levied for the Subdivision. If and when additional phases of the Subdivision are included in the development, the allocation of each owner's share of the annual assessment shall be re-calculated to consider the square footage of the additional lots. The square footage of a lot and the owner's proportionate share of the annual assessment shall be determined by the Developer at the act of sale for the given lot.
- 9.3. In addition to the annual assessments, the Association shall have the right to levy special assessments deemed necessary and appropriate, approved by the Developer, alone, or by fifty one (51%) percent of the voting members of the Association at a meeting called for this purpose by written notice sent at least ten (10) days and not more than thirty (30) days in advance of such meeting or vote, setting forth the

purpose of the meeting or vote.

- 9.4. Should any Owner fail to properly maintain its property, landscaping of its grounds and/or facilities, or in any manner allow its property to become detrimental to the aesthetic scheme of the subdivision, or violate these restrictions in any manner, then the Association, its agent, employees, and/or contractors shall have the right to enter upon the property in order to take such corrective actions as will assure that the violation of the restrictions is cured. In this instance:

- a) Such an entry by the Association, its agent, employees, and/or contractors upon the property is authorized and shall not be deemed to be a trespass.
- b) Prior to entry upon the property, the Association shall give written notice to the Owner by certified mail, that failure of the owner to remedy the violations or deficiencies complained of within thirty (30) days of receipt of demand may result in the Association's entry upon the property to remedy the violations or deficiencies complained of.
- c) The Association shall assess the Owner for the full cost of such work performed for the owner's benefit and any legal fees expended in connection with the notices provided herein. The Association shall have the right to continue taking such corrective actions from time to time as is necessary until the Owner pays the assessment levied and complies with the restrictions.
- d) Should the Owner fail to assume the responsibility with regard to grounds and/or facility maintenance or take such actions necessary to comply with these restrictions within thirty (30) days of the forwarding of the certified demand letter, then the Association shall further have the authority to assess a penalty in the amount of \$200.00 monthly in addition to the actual cost to maintain the grounds and/or building in good condition and/or to otherwise assure in compliance with these restrictions.

- 9.5. Non-payment of Assessments. Any assessment levied pursuant to this act or to any authorized by the Association or any installment thereof which is not paid within fifteen (15) days after it is due shall be delinquent and shall bear interest at the rate of twelve (12%) percent per annum, and may also subject the members to pay such other penalty or late charge as the Board of Directors of the Association may fix, not to exceed 25% of the amount due.

The Association may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association in a prominent location within the development.

- 9.6. Enforcement of Assessments and Restrictions. Any assessment authorized hereunder shall be a real debt of the Lot and an obligation of the Owner (s) of the Lot against which it is levied. In the event of non-payment of an assessment within fifteen (15) days as provided above, a lien affidavit setting forth the amount due shall be filed against the Lot and the Owner thereof, as is authorized by and provided for by La. R.S. 9:1145, *et seq.* The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessment, late charges and other penalties, as well as to enforce any other provision of these restrictions. The Association shall also be entitled to recover all reasonable legal fees and court costs incurred in connection with any collection efforts.

- 9.7. Assessment Notices. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act, or to any other party having a legitimate interest therein, such as mortgage lender holding or intending to acquire a security interest in the property, a notice in writing signed by an officer of the Association, setting forth the status of the assessment(s) i.e. whether paid, or

unpaid and amount due, if any. Such notice shall be presumptive evidence of the payment of any assessment therein stated to have been paid. A reasonable fee may be levied in advance by the Association for each notice so delivered, to be paid by the requesting party.

- 9.8. Acceleration of Installments. Upon default in the payment of anyone or more period installments of any assessment levied pursuant to this act, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors for the Association and declared to be due and payable in full.
- 9.9. Additional Default. Any recorded first mortgage secured by a Lot in the subdivision may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this act, or any installment hereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision shall not affect the validity of such mortgage or the indebtedness secured thereby.

X.

NECESSARY VOTE OF ASSOCIATION MEMBERS

Unless otherwise provided herein or in the Articles of Incorporation or By-Laws for the Association, any action of the Association that requires a vote shall be deemed approved and authorized if approved by a vote of 51 % of the members constituting a quorum, in person or by proxy, at a duly called meeting of the members. As set forth in Article VI herein, as long as the Developer owns at least one lot in any phase of the Subdivision, the Developer shall be the only member entitled to vote until 90% of the Lots in all phases, present and future, have been sold by the Developer, or the Developer provides the written authorization allowing other members to vote, whichever occurs first.

XI.

NOTICE OF MEETINGS

Notice of meeting of the Association shall be in writing and directed to all property owners of record as of the date of notice, which notice shall be sent at least ten (10) days prior to the date of the meeting setting forth the date, time and place thereof, and the matters to be considered.

XII.

GENERAL PROVISIONS


- 12.1. Term. These restrictive covenants shall continue in perpetuity but may be terminated by an instrument recorded in the public land records for St. Tammany Parish and signed by (a) the owners of not less than fifty one (51 %) percent of the Lots of record, (b) all mortgage holders of record as of the date of the instrument of termination, and (c) the Developer while it owns at least one (1) lot in any Phase of the Subdivision.
- 12.2. Amendments. Any provisions contained in this act may be amended by the recordation of a written instrument(s) specifying the amendment or the repeal which is executed by (a) the owners of fifty one (51%) percent of the Lots of record and the Developer as long as the Developer owns at least one Lot in any phase of the Subdivision, or (b) by the Developer, alone, while it owns at least one (1) lot in any phase of the Subdivision.
- 12.3. Effect of Provisions of Act. By filing these restrictions before the sale of any Lot into this Subdivision, each provision of these restrictive covenants shall be deemed incorporated into each deed or other instrument by which any right, title or interest in any of the property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

- 12.4. Severability. If any term or provision of this instrument or the application of it shall to any extent be invalid or unenforceable, the remainder of this instrument or the application of such term or provision, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term and provision of this instrument shall be valid and shall be enforced to the extent permitted by law.
- 12.5. Captions. Captions and headings herein are for convenience only and are not to be considered substantively.
- 12.6. No Waiver. Failure to enforce any provision of this instrument shall not operate as a waiver of any such provision or any other provision of this instrument.
- 12.7. 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 Northpointe Business Park Subdivision. Enforcement of these Restrictive Covenants 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 provisions hereof may be enforced, without limitation, by the Association, by any Owner of any Lot which becomes subject to the provisions hereof. In addition to the foregoing relief, the Association shall be entitled to recover the reasonable attorney's fees incurred by it in any legal proceeding against any person or persons violating or attempting to violate any servitude, restriction or other provision of these Restrictive Covenants. 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 WITNESS WHEREOF, appearer has executed this instrument as the date set forth in the presence of the undersigned competent witnesses, after reading the whole and for the purpose stated herein.


WITNESSES:

NORTHPOINTE BUSINESS PARK, L.L.C.


Kim Ranjbar

By: 
Christopher W. Lopez, Manager


Leigh Landeche


EELANDS R. GALLASTPY
NOTARY PUBLIC
BAR ROLL NO. 21601