

ACT OF TRANSFER

UNITED STATES OF AMERICA

BY: LONESOME DEVELOPMENT, L.L.C. STATE OF LOUISIANA

TO: DUNDEE DUPLEXES H.O.A., INC. PARISH OF ST. TAMMANY

St. Tammany Parish 20
Instrmnt #: 1669319
Registry #: 1809738 SKB
02/22/2008 3:34:00 PM
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BE IT KNOWN, that on this 22nd day of February, 2008,

BEFORE ME, LELAND R. GALLASPY, a Notary Public, duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LONESOME DEVELOPMENT, L.L.C., (TIN 72-1361390), a Louisiana limited liability company, domiciled in Mandeville, St. Tammany Parish, Louisiana, with a mailing address of P.O. Box 546, Mandeville, LA 70470, and represented herein by its duly authorized Manager, Timothy R. Henning, pursuant to the authority granted in the Unanimous Consent of the Members and Managers of Lonesome Development, L.L.C. dated February 14, 2002 and recorded at Instrument No. 1288722 in the public records of the Clerk of Court for St. Tammany Parish, Louisiana (hereinafter referred to as "Lonesome Development");

who declared that pursuant to Article III of the "Dedication of Servitudes, Easements and Restrictive Covenants" for Dundee Duplexes", recorded in the land records of the Clerk of Court for St. Tammany Parish, State of Louisiana on April 4, 2006, as Instrument No. 1545137, as amended thereafter by a "First Amendment" recorded on July 27, 2006 with the St. Tammany Parish Clerk of Court as Instrument No. 1566983 (collectively referred to hereinafter as "Restrictive Covenants"), that it does by these presents, donate, grant, assign, convey, transfer, set-over, abandon and deliver unto:

DUNDEE DUPLEXES H.O.A., INC., a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of St. Tammany, with a mailing address of P.O. Box 546, Mandeville, Louisiana, 70470, and represented herein by Timothy R. Henning, duly authorized to act by virtue of Article III, Section A of the Restrictive Covenants (hereinafter referred to as "Association");

the following described property, to-wit:

ALL THAT CERTAIN PIECES OR PARCELS OF LAND as particularly identified and described hereinafter, and all improvements thereon, belonging or in anywise appertaining thereto, situated in the subdivision Dundee Duplexes located in Section 6, Township 7 South, Range 12 East, St. Tammany Parish, Louisiana, and more particularly described as follows, to wit:

Phase One Parcels

That particular piece of immovable property, and all improvements thereon designated and described as "POOL/CABANA REC AREA" in the final subdivision plat for Dundee Duplexes, Phase One, prepared by Randall W. Brown

& Associates, Inc., dated February 2, 2006, recorded as Map File No. 4149 with the St. Tammany Parish Clerk of Court, as corrected by an "Act of Correction" recorded with the St. Tammany Parish Clerk of Court on April 11, 2006 as Instrument No. 1546512 (referred to hereinafter as the "Phase One Plat").

That particular pieces of immovable property, and all improvements thereon, designated and described as "**DETENTION POND**", in the Phase One Plat, together with the surrounding and adjacent greenspace/banks.

That particular piece of immovable property, and all improvements thereon, designated and described as "**30' GREENSPACE BUFFER**" in the Phase One Plat.

That particular piece of immovable property, and all improvements thereon, designated and described as "**DRAINAGE + ACCESS SERVITUDE**" in the Phase One Plat.

That particular piece of immovable property, and all improvements thereon, designated and described as "**DRAINAGE SERVITUDE**" in the Phase One Plat.

All other immovable property, servitudes, and other real rights located in Phase One of Dundee Duplexes as reflected in the Phase One Plat, **less and except those particular parcels designated as Unit 1 through Unit 34, inclusive**, it being the intention of Lonesome Development to transfer herein and hereby all right, title and interest to any and all common areas in Phase One of Dundee Duplexes.

Phase Two Parcels

That particular piece of immovable property, and all improvements thereon designated and described as "**30' GREENSPACE BUFFER**" in the final subdivision plat for Dundee Duplexes, Phase Two, prepared by Randall W. Brown & Associates, Inc., dated June 12, 2006 recorded as Map File No. 4269 with the St. Tammany Parish Clerk of Court (referred to hereinafter as the "Phase Two Plat").

That particular piece of immovable property, and all improvements thereon designated and described as "**DRAINAGE SERVITUDE**" in the Phase Two Plat.

That particular piece of immovable property, and all improvements thereon designated and described as "**30' DRAINAGE SERVITUDE**" in the Phase Two Plat.

All other immovable property, servitudes, and other real rights located in Phase Two of Dundee Duplexes as reflected in the Phase Two Plat, **less and except those particular parcels designated as Unit 35 through Unit 130, inclusive**, it being the intention of Lonesome Development to transfer herein and hereby all right, title and interest to any and all common areas in Phase Two of Dundee Duplexes.

All of the foregoing parcels of immovable property located in Phase One and Phase Two of Dundee Duplexes shall collectively be referred to hereinafter as the "Property".

THE UNDERSIGNED NOTARY PUBLIC HAS NOT EXAMINED THE TITLE TO THE ABOVE DESCRIBED PROPERTY AND DOES NOT ASSUME RESPONSIBILITY THEREFORE.

To have and to hold unto the Association, its successors, and assigns forever, who appear herein to accept this donation.

The Association hereby acknowledges and agrees that Lonesome Development is hereby transferring its right, title and interest in and to the Property without any warranty or recourse whatsoever and with the sole peril and risk of eviction being assumed by the Association, but with full substitution and subrogation in and to all of the rights and actions of warranty which Lonesome Development has or may have against all preceding owners or vendors.

The Association hereby acknowledges and declares reliance solely on its own title examination and inspection and evaluation of the Property and not on any warranties or representations, express or implied, from Lonesome Development. Any and all warranties, express or implied, with respect to the Property, including but not limited to those related to merchantability or the Property or fitness of the Property for a particular purpose, are hereby disclaimed by Lonesome Development and are hereby expressly waived by the Association.

The Association shall have absolutely no right or cause of action against Lonesome Development, whether in tort, contract, quasi-contract or otherwise, to assert in any controversy or litigation any claim or demand arising from the sale or purchase of, or in any way related to or in connection with, the Property, and the same are hereby waived and relinquished by the Association.

The Association hereby expressly waives and renounces any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq., the warranties imposed by Louisiana Civil Code Article 2475, and its ability to rescind the donation of the Property for any reason whatsoever, and the Association hereby releases Lonesome Development from any and all liability whatsoever in connection therewith.

The Association acknowledges and agrees that the Association has been afforded the opportunity to conduct and complete, and has conducted and completed, all inspections of the Property and all component parts thereof, as deemed necessary or advisable by the Association, and the Association hereby accept the Property in its existing "AS IS" and "WHERE IS" condition.

The Association hereby acknowledges that the foregoing waivers and disclaimers have been brought to its attention, the foregoing waivers and disclaimers have been read and are understood by the Association, and the agreement of the Association with and to all of the terms and conditions of these waivers and disclaimers is an integral part of this donation, without which this donation would not have been entered into by Lonesome Development.


The Association further hereby assumes any and all obligations and responsibilities previously assumed or incurred by Lonesome Development in connection with the Property, including but not necessarily limited to any and all maintenance obligations of the Property transferred herein, and agrees to maintain the Property, at its sole expense, hereafter.

All taxes assessed against the property herein conveyed have been paid per declaration of parties.

THUS DONE AND PASSED in my office in Covington, Louisiana, on the day month and

year first above written, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the said appeasers and me, Notary, after reading the whole.


WITNESSES:


LINDA C. KALL


LONESOME DEVELOPMENT, L.L.C.

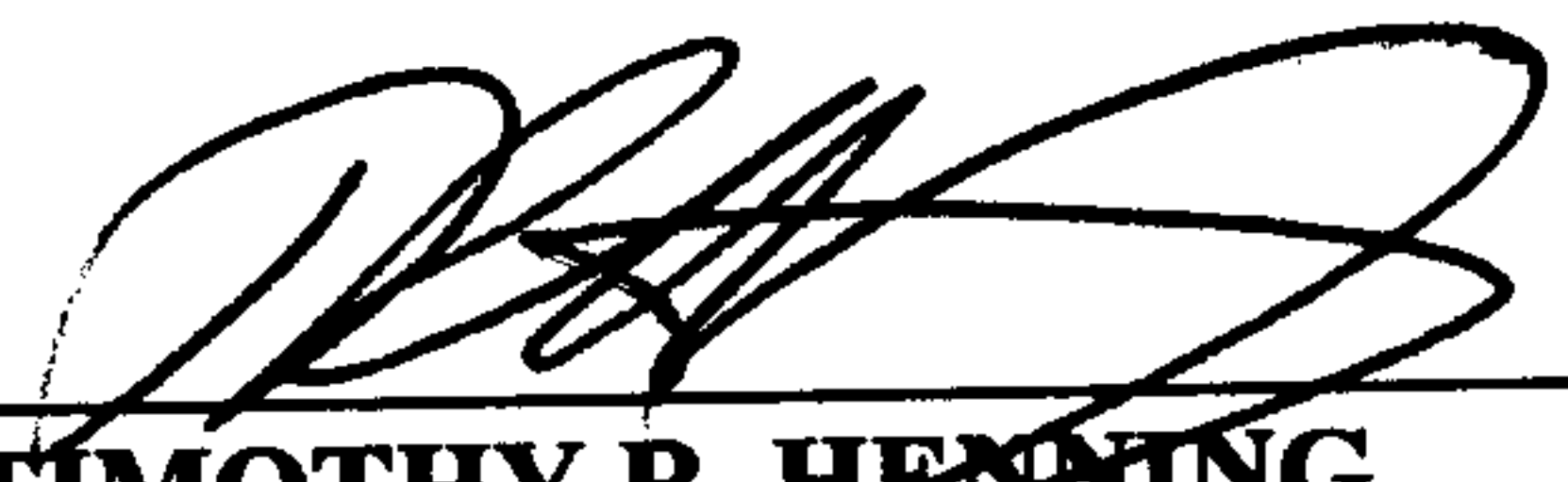

RITA K. LEBLANC


BY: 
TIMOTHY R. HENNING, Manager


LINDA C. KALL

DUNDEE DUPLEXIES H.O.A., INC.


RITA K. LEBLANC

BY: 
TIMOTHY R. HENNING,
Authorized Agent


LELAND R. GALLASPY
NOTARY PUBLIC
BAR ROLL NO. 21601