

**FIRST AMENDMENT AND MODIFICATION
TO THE DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE COVENANTS
FOR DUNDEE DUPLEXES
(ADDING PHASE TWO)**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA**

BY: LONESOME DEVELOPMENT, L.L.C.

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 27th day of July, in the year of Our Lord, two thousand and six;

BEFORE ME, LELAND R. GALLASPY, a Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, there in residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LONESOME DEVELOPMENT, L.L.C., a Louisiana Limited Liability Company domiciled in the Parish of St. Tammany, herein represented by its manager, Timothy R. Henning, duly authorized by virtue of a Unanimous Consent of the Members recorded as Instrument No. 1288722 of the records of St. Tammany Parish, Louisiana, and having a mailing address of P. O. Box 67, Mandeville, Louisiana (referred to hereinafter as "Developer");

Who declare that pursuant to Article X, Section A, of the "Dedication of Servitudes, Easements and Restrictive Covenants for Dundee Duplexes" recorded on April 4, 2006 as Instrument No. 1545137 with the St. Tammany Parish Clerk of Court in the official records of St. Tammany Parish (referred to hereinafter as "Restrictive Covenants"), the undersigned, as Developer of Dundee Duplexes does amend the Restrictive Covenants, in the following particulars:

I.

Article I, PROPERTY, of the Restrictive Covenants is hereby amended to add additional property to the Restrictive Covenants as authorized therein. The parcel of property to be added comprises all of Dundee Duplexes Phase Two, described as follows, to-wit:

All that certain parcel of ground situated in Section 6, Township 7 South, Range 12 East, St. Tammany Parish, Louisiana and being more fully described as follows:

From the northwest corner of the northeast quarter of Section 6, Township 7 South - Range 12 East, go South - 1295.50 feet; thence go N89°49'00"E - 899.43; thence go S89°50'05"W - 217.63 feet to the Point of Beginning.

From the Point of Beginning go South 00 degrees 09 minutes 55 seconds East, a distance of 30.08 feet; thence go North 89 degrees 48 minutes 53 seconds East, a distance of 528.50 feet; thence go South 00 degrees 11 minutes 07 seconds East, a distance of 91.00 feet; thence go North 89 degrees 48 minutes 53 seconds East, a distance of 126.76 feet; thence go South 59 degrees 32 minutes 34 seconds East, a distance of 37.55 feet to a point on the westerly right-of-way line of Dundee Street; thence go along said right-of-way line go South 00 degrees 27 minutes 26 seconds West, a distance of 235.22 feet; thence leaving said right-of-way line South 89

degrees 48 minutes 53 seconds West, a distance of 905.21 feet; thence go North 00 degrees 20 minutes 17 seconds East, a distance of 375.51 feet; thence go North 89 degrees 50 minutes 05 seconds East, a distance of 216.86 feet back to the Point of Beginning.

Said parcel contains 6.989 acres of land more or less.

All as more fully shown on the Final Plat of Dundee Duplexes, Phase Two by Randall W. Brown & Associates, Inc., Survey No. 06612 dated June 12, 2006, a copy of which is attached hereto and incorporated herein by reference.

II.

Article II, DEFINITIONS, Sections E, H and K of the Restrictive Covenants are hereby amended to provide as follows:

E. **"Common Areas"** shall mean and refer to all those areas designated on the Plats as "Detention Pond" (consisting of two separate ponds), "Recreation Area", "Pool", "Drainage and Utility Servitude", "30' Drainage Servitude" (located in Phase Two), "30' Greenspace Buffer" (located in Phase Two), "Drainage Servitude" (located in Phase Two) designated parking areas, together with all structures on said areas, and drainage facilities, irrigation systems, and 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 through the Board of Directors. "Common Areas" shall not include the Common Walls, Lots and any dwelling constructed thereon, and the streets in Dundee Duplexes.

* * *

H. **"Lot"** shall mean the individual parcels of land designated as Lot 1 through Lot 130, inclusive, as set forth on the Plat, and any improvements to said parcels. "Lot" shall also include the individual parcels of land, and any improvements thereon, similarly designated for residential use on any subsequent Plat for future phases of Dundee Duplexes.

* * *

K. **"Plat"** or **"Plats"** shall mean and refer to (i) the survey captioned "Final Plat of Dundee Duplexes", prepared by Randall W. Brown & Associates, Inc., Survey No. 06134, dated February 2, 2006 and recorded as Clerk of Court Map File No. 4149, and (ii) the survey captioned "Final Plat of Dundee Duplexes, Phase Two" by Randall W. Brown & Associates, Inc., Survey No. 06612 dated June 12, 2006. "Plat" or "Plats" shall also include any subsequent subdivision plats recorded for any additional phases of Dundee Duplexes, and "Plat" shall also include any revisions of said plats.

In all other respects the Restrictive Covenants, except as amended and supplemented herein, shall remain the same.

THUS DONE AND PASSED, in my office in Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned witnesses and me, Notary, after reading of the whole.

WITNESSES:

LONESOME DEVELOPMENT, L.L.C.

BY: HST COMPANY, LLC (Member)

F. Arthur Bel Jr.
F. ARTHUR Bel JR.

BY: T. R. Henning
T. R. HENNING, MANAGER

Patricia R. Brown AND
PATRICIA R. BROWN

BY: Don A. McMATH
DON A. McMATH
MEMBER/MANAGER

Leland R. Gallaspy
LELAND R. GALLASPY
NOTARY PUBLIC
BAR ROLL NO. 21601