

**SECOND AMENDMENT AND
MODIFICATION TO DEDICATION OF
SERVITUDES AND EASEMENTS
ADDING PHASE 2-C
AND ACT OF CORRECTION**

UNITED STATES OF AMERICA

STATE OF LOUISIANA

FOR: NATCHEZ TRACE SUBDIVISION

BY: LONESOME DEVELOPMENT, L.L.C.

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 25th day of September, 2012.

BEFORE ME, JEFFREY D. SCHOEN, 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-XXXXX90), a Louisiana limited liability company, domiciled in Mandeville, St. Tammany Parish, Louisiana, with a mailing address of P.O. Box 67, 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 XII, Section 12.02, Duration and Amendment, of the "Dedication of Servitudes, Easements and Restrictive Covenants" for Natchez Trace Subdivision recorded on September 8, 2006 with the St. Tammany Parish Clerk of Court as Instrument No. 1575145, thereafter amended by the "First Amendment and Modification of Servitudes and Easements Adding Phase 2-A and Phase 2-B" recorded on May 30, 2012 with the St. Tammany Parish Clerk of Court as Instrument No. 1857160 (referred to hereinafter as the "Restrictive Covenants"), the undersigned, as the Developer of Natchez Trace Subdivision, does hereby amend the Restrictive Covenants in the following particulars:

I.

Developer hereby amends Article I, Definitions, Sections 10, 23, 25, and 27 of the Restrictive Covenants to provide as follows:

10. **Common Areas** – shall mean and refer to any and all Streets, Greenspaces, "Pond", "REC. AREA", together with a certain strip of property situated between Lot 55 and Lot 56, measuring six feet in width and having a length of 169.68 feet on the west boundary and 169.62 feet on the east boundary, and a certain strip of property situated between Lot 139 and Lot 140, measuring six feet in width and having a length of 167.06 feet on the west boundary and 166.64 feet on the east boundary, all as further identified and set forth in the Subdivision Plat, together with any

improvements constructed on said property, and all drainage facilities, servitudes, entrance gates, street lights, water, gas and sewer mains, easements, sidewalks, appurtenances and facilities now or hereafter owned, acquired or otherwise available for the Association in the Subdivision.

* * *

23. **Property** – shall mean and refer to the following immovable property, together with all improvements thereon:

A. The immovable property more particularly described on Exhibit A of the Restrictive Covenants and as set forth in the “**Final Plan of Natchez Trace Phase One**” prepared by Randall W. Brown & Associates, Inc. and recorded with the St. Tammany Parish Clerk of Court on August 25, 2006, as Map File No. 4287, and thereafter amended by the “Resubdivision of Parcel 1 and Sites 1 – 15”, prepared by Randall W. Brown & Associates, Inc. and recorded with the St. Tammany Parish Clerk of Court on October 11, 2006 as Map File No. 4315B, thereafter corrected by an “Act of Correction (By Surveyor)”, recorded by Randall W. Brown & Associates, Inc. with the St. Tammany Parish Clerk of Court on July 18, 2008 as Instrument No. 1692323;

B. The immovable property set forth in the “**Final Plan of Natchez Trace Phase 2-A**” prepared by Randall W. Brown & Associates, Inc., and recorded with the St. Tammany Parish Clerk of Court on July 25, 2011, as Map File No. 4999B, said property being more particularly identified therein as **Lot 43**;

C. All that certain parcel of ground being in Section 41 Township 7 South - Range 10 East, and Section 52, Township 7 South - Range 11 East, St. Tammany Parish, Louisiana, and being more fully described as follows:

Commence from the northeast corner of section 52, Township 7 South - Range 11 East, and go South 00 degrees 39 minutes 14 seconds East, a distance of 687.10 feet; thence go South 00 degrees 38 minutes 26 seconds West, a distance of 627.47 feet to the Point of Beginning.

From the point of beginning go South 00 degrees 38 minutes 26 seconds East, a distance of 826.24 feet; thence go South 89 degrees 31 minutes 23 seconds West, a distance of 999.14 feet; thence go South 00 degrees 56 minutes 15 seconds East, a distance of 309.54 feet; thence North 68 degrees 09 minutes 58 seconds West, a distance of 1159.95 feet; thence go North 31 degrees 10 minutes 26 seconds East, a distance of 513.23 feet; thence go North 30 degrees 44 minutes 56 seconds East, a distance of 60.23 feet; thence go North 28 degrees 54 minutes 37 seconds East, a distance of 107.84 feet; thence go North 26 degrees 10 minutes 28 seconds East, a distance of 110.82 feet; thence go North 23 degrees 24 minutes 05 seconds East, a distance of 110.82 feet; thence go North 20 degrees 37 minutes 43 seconds East, a distance of 110.82 feet; thence go North 17 degrees 51 minutes 20 seconds East, a distance of 110.82 feet; thence go North 15 degrees 04 minutes 57 seconds East, a distance of 110.82 feet; thence go North 12 degrees 18 minutes 34 seconds East, a distance of 110.83 feet; thence go South 78 degrees 58

minutes 48 seconds East, a distance of 175.00 feet; thence go South 79 degrees 38 minutes 38 seconds East, a distance of 60.00 feet; thence go South 78 degrees 16 minutes 14 seconds East, a distance of 186.33 feet; thence go South 08 degrees 35 minutes 24 seconds West, a distance of 95.55 feet; thence South 87 degrees 56 minutes 22 seconds East, a distance of 18.35 feet; thence go South 03 degrees 38 minutes 53 seconds West, a distance of 112.39 feet; thence go South 07 degrees 49 minutes 35 seconds East, a distance of 85.26 feet; thence go South 19 degrees 40 minutes 26 seconds East, a distance of 67.22 feet; thence go South 29 degrees 24 minutes 43 seconds East, a distance of 88.21 feet; thence go South 42 degrees 26 minutes 01 seconds East, a distance of 64.42 feet; thence go South 51 degrees 25 minutes 36 seconds East, a distance of 77.98 feet; thence go South 63 degrees 29 minutes 01 seconds East, a distance of 90.05 feet; thence South 77 degrees 35 minutes 09 seconds East, a distance of 114.25 feet; thence go North 89 degrees 21 minutes 34 seconds East, a distance of 479.85 feet; thence go North 00 degrees 25 minutes 36 seconds East, a distance of 168.69 feet; thence go North 89 degrees 21 minutes 34 seconds East, a distance of 229.20 feet back to the Point of Beginning. Said parcel contains 40.768 acres of land more or less and to be designated "**Natchez Trace Phase 2-B**";

AND

- D. The immovable property set forth in the "**Final Plan of Natchez Trace Phase 2-C**" prepared by Randall W. Brown & Associates, Inc., and recorded with the St. Tammany Parish Clerk of Court on September 14, 2012, as Map File No. 5093.

* * *

25. **Streets** - shall mean the streets in the Subdivision, including but not limited to Natchez Trace, Tunica Bend, Memphis Trace, Kanawha Ct., Gray Eagle Ct., Millikens Bend, Grand Turk Ct., and Delta Queen Ct. as identified on the Subdivision Plat. Ownership and fee title to said streets shall remain in the Association, its successors, transferees or assigns. Said ownership and fee title to said streets is not conveyed or transferred herein or hereby. Nothing in this Act or the Subdivision Plat is intended to dedicate in any manner said streets to the Parish of St. Tammany, State of Louisiana, the public in general or to public use.

* * *

27. **Subdivision Plat** - shall mean and refer to the following and any subsequent amendments and revisions thereto:

- A. "Final Plan of Natchez Trace Phase One" prepared by Randall W. Brown & Associates, Inc. and recorded with the St. Tammany Parish Clerk of Court on August 25, 2006, as Map File No. 4287, and thereafter amended by the "Resubdivision of Parcel 1 and Sites 1 – 15", prepared by Randall W. Brown & Associates, Inc. and recorded with the St. Tammany Parish Clerk of Court on October 11, 2006 as Map File No. 4315B, thereafter corrected by an "Act

of Correction (By Surveyor)", recorded by Randall W. Brown & Associates, Inc. with the St. Tammany Parish Clerk of Court on July 18, 2008 as Instrument No. 1692323;

- B. "Final Plan of Natchez Trace Phase 2-A" prepared by Randall W. Brown & Associates, Inc., and recorded with the St. Tammany Parish Clerk of Court on July 25, 2011, as Map File No. 4999B;
- C. "Final Plan of Natchez Trace Phase 2-B" prepared by Randall W. Brown & Associates, Inc., dated April 9, 2012, revised date May 4, 2012, bearing Survey No. 11357 and to be recorded hereinafter with the St. Tammany Parish Clerk of Court.

AND

- D. "Final Plan of Natchez Trace Phase 2-C" prepared by Randall W. Brown & Associates, Inc., and recorded with the St. Tammany Parish Clerk of Court on September 14, 2012, as Map File No. 5093.

II.

By this amendment to the Restrictive Covenants for Natchez Trace Subdivision, the Developer does hereby subject, encumber and submit to said Restrictive Covenants the immovable property described in the "Final Plan of Natchez Trace Phase 2-C" as further identified hereinabove.

III.

The Developer does hereby further correct a typographical error in Section 10.06(b) of Article X, Architectural Standards and Use Restrictions, of the Restrictive Covenants by amending said paragraph to provides as follows:

- (b) The provisions of Section 10.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall indicate the area to be covered by grass lawns as well as the area to be left in a natural state. No hedge or shrubbery planting shall be placed or permitted to remain on any Lot or Dwelling where such hedge, shrubbery, or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or street in the Subdivision. The same sight-line limitations shall apply to any Lot or Dwelling within ten (10') feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. Unless located within seven (7') feet of a building, no Owner other than the Developer shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of four (4") inches or more at a point of two (2') feet about ground level, without obtaining the prior approval of the Architectural Review Committee, provided that the dead or diseased

trees which are inspected and certified as dead or diseased by the Architectural Review Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot or Dwelling by the Owner of such Lot or Dwelling. Unauthorized cutting of trees shall result in a fine being levied by the Architectural Review Committee against the owner. Fines shall be as follows: cutting of trees 4" but less than 6" in diameter, \$1,000 per tree, trees 6" but less than 8" in diameter, \$2,000 per tree, trees 8" in diameter or larger, \$3,000 per tree. The Architectural Review Committee will also require replanting of up to three trees (15' minimum height) for each tree cut without Architectural Review Committee approval. Plans for replanting must be approved by the Architectural Review Committee. All of the landscaping of Lots and Dwellings must be completed prior to occupancy or substantial completion to the Dwelling, whichever date shall first occur.

In all other respects the Restrictive Covenants except as amended hereby, 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:

Wendie J. Daigle
Wendie J. Daigle

LONESOME DEVELOPMENT, L.L.C.

Olga R. Williams
Olga R. Williams

BY: [Signature]
TIMOTHY R. HENNING, Manager

[Signature]
JEFFREY D. SCHOEN
NOTARY PUBLIC
BAR ROLL NO. 11809