

**SECOND AMENDMENT AND  
MODIFICATION TO RESTRICTIVE  
COVENANTS AND DEDICATION OF  
SERVITUDES AND EASEMENTS  
(Adding Phase 3)**

**UNITED STATES OF AMERICA**

**FOR: ARBOR WALK SUBDIVISION**

**STATE OF LOUISIANA**

**BY: LONESOME DEVELOPMENT, L.L.C.,  
MCMATH CONSTRUCTION, INC.,  
M W HENNING, L.L.C. AND  
ACADIAN BUILDERS OF  
ST. TAMMANY, L.L.C.**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that on this \_\_\_\_\_ day of December, 2004.

**BEFORE ME, JEFFREY D. SCHOEN**, a Notary Public, duly commissioned and qualified, in and for the State and Parish aforesaid, 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 limited liability company, organized pursuant to articles of organization filed with the Louisiana Secretary of State, herein represented by its duly authorized Manager, Don A. McMath, its mailing address being P.O. Box 67, Mandeville, Louisiana 70470; hereinafter sometimes referred to as “Developer”;

**MCMATH CONSTRUCTION, INC.**, a Louisiana corporation organized and doing business in the State of Louisiana, being represented herein by and through its duly authorized agent, Don A. McMath, pursuant to the Resolution of said entity’s Board of Directors recorded at Instrument No. 1058175 with the St. Tammany Parish Clerk of Court; its mailing address being 1123 N. Causeway Blvd., Mandeville, LA 70471, hereinafter sometimes referred to as “McMath Construction”;

**MW HENNING, L.L.C.**, a limited liability company, organized pursuant to articles of organization filed with the Louisiana Secretary of State, herein represented by its duly authorized Manager, Mark W. Henning, its mailing address being P.O. Box 296, Mandeville, Louisiana 70470; hereinafter sometimes referred to as “MW Henning”; and

**ACADIAN BUILDERS OF ST. TAMMANY, L.L.C.**, a limited liability company, organized pursuant to articles of organization filed with the Louisiana Secretary of State, herein represented by its duly authorized and sole Manager, Douglas J. Graiser, its mailing address being P.O. Box 296, Mandeville, Louisiana 70470; hereinafter sometimes referred to as “Acadian Builders”.

Said appearers do declare as follows:

Pursuant to Article XII, Section 12.02, Amendments by the Developer, and in accordance with Article VIII, Sections 8.01 of the “Restrictive Covenants and Dedication of Servitudes and Easements” for Arbor Walk Subdivision recorded on July 11, 2002 with the St. Tammany Parish Clerk of Court at Instrument No. 1312174, as amended by the “First Amendment and Modification to Restrictive Covenants and Dedication of Servitudes and Easements” recorded on August 22, 2003 at Instrument No. 1387481 (said restrictive covenants and the amendment thereto shall be referred to hereinafter as the “Restrictive Covenants”), the undersigned, as the Developer of Arbor Walk Subdivision, does hereby amend the Restrictive Covenants in the following particulars:

1. Developer does amend Exhibit A of the Restrictive Covenants to add additional property to the restrictive covenants as authorized therein. The parcel of property to be added comprises all of Arbor Walk Subdivision, Phase 3, described as follows, to-wit:

That certain Parcel of Land situated in Section 41, Township 7 South, Range 10 East, St. Tammany Parish Louisiana, and being more fully described as follows:

Commence at the Northwest Corner of Section 41, Township 7 South, Range 10 East, thence go South 00 degrees 00 minutes 40 seconds West, a distance of 2956.00 feet to a point on the southerly right-of-way line of LaLanne Road, thence go South 00 degrees 40 minutes 08 seconds East, a distance of 557.31 feet; thence go South 01 degrees 04 minutes 57 seconds East a distance of 1241.03 feet; thence go South 89 degrees 42 minutes 09 seconds East a distance of 454.32 feet to the Point of Beginning.

From the Point of Beginning go North 89 degrees 35 minutes 50 seconds East, a distance of 874.32 feet; thence go North 38 degrees 52 minutes 20 seconds East, a distance of 115.40 feet; thence go South 58 degrees 25 minutes 25 seconds East, a distance of 240.50 feet to a point on the easterly right-of-way line of Kensington Drive; thence along easterly right-of-way go North 31 degrees 34 minutes 35 seconds East a distance of 85.00 feet to a point on the southerly right-of-way line of Glendurgan Way; thence along southerly right-of-way go South 58 degrees 25 minutes 25 seconds East, a distance of 47.85 feet to a point of curvature; thence go along a curve to the left having a radius of 110.00 feet and an arc length of 59.43 feet with a chord bearing of South 73 degrees 54 minutes 02 seconds East a chord distance of 58.71 feet; thence go South 89 degrees 22 minutes 39 seconds East, a distance of 176.04 feet; thence leaving southerly right-of-way go South 00 degrees 37 minutes 21 seconds West, a distance of 200.00 feet; thence go South 00 degrees 05 minutes 32 seconds West, a distance of 209.96 feet; thence go South 89 degrees 10 minutes 15 seconds West, a distance of 420.09 feet; thence go South 88 degrees 32 minutes 26 seconds West, a distance of 110.27 feet; thence go South 02 degrees 12 minutes 12 seconds East, a distance of 219.10 feet; thence go North 87 degrees 37 minutes 00 seconds West, a distance of 164.02 feet; thence go South 03 degrees 09 minutes 33 seconds West, a distance of 388.63 feet; thence go North 87 degrees 36 minutes 05 seconds West, a distance of 113.31 feet; thence go North 02 degrees 20 minutes 36 seconds West a distance of 801.58 feet; thence go South 89 degrees 08 minutes 00 seconds West , a distance of 611.28 feet; thence go North 00 degrees 37 minutes 58 seconds West, a distance of 223.37 feet back to the Point of Beginning.

Said Parcel contains 14.276 acres of land more or less.

All as more fully shown on the Final Subdivision Plan for Arbor Walk, Phase Three by Randall W. Brown & Associates, Inc., Survey No. 031052 dated November 13, 2003, revised June 28, 2004, recorded as Clerk of Court Map File No. 3568 of the official records of St. Tammany Parish, Louisiana.

2. Developer does amend Article I, Definitions, of the Restrictive Covenants to add new (and replace the prior) subsections 14, 15, 25 and 27 to read as follows:

“4. **Lot** - shall mean and refer to any unimproved portion of the Property upon which it is intended that a Dwelling shall be constructed, as such Lots are shown on the Subdivision Plat of the official records of St. Tammany Parish, Louisiana. The term “Lot” shall also mean and include the Garden Home Sites depicted on the Subdivision Plat as Site 1 through Site 19, inclusive, located within Site 20 in Phase 1 of the Subdivision, and Site 1 through Site 31, inclusive, located within Site 32 in Phase 3 of the Subdivision. A parcel of land shall be deemed unimproved and the considered to be a Lot rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such parcel and the improvements thereon shall collectively be considered to be a Dwelling for purposes of these Restrictive Covenants.”

“15. **Garden Home Common Area** – shall mean the immovable property designated as “Site 20” in Phase 1 of the Subdivision and “Site 32” in Phase Two of the Subdivision on the Subdivision Plat, excluding any streets, street lighting, water, sewer, and gas mains.”

“16. **Garden Home Site** – shall mean the immovable property sites identified in the Subdivision Plat as Site 1 through Site 19, inclusive, located within Site 20 in Phase 1 of the Subdivision, and Site 1 through Site 31, inclusive, located within Site 32 in Phase 3 of the Subdivision.”

“25. **Streets** - shall mean the streets in the Subdivision, including but not limited to Arbor Walk, Glendurgan Way, Pencarrow Circle, Upton Grey Court, Bellingrath Place, Kensington Drive, Claymont Ct. and Cormaic Ct. 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 on said plans 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 (i) the final subdivision plat for Phase 1 of the Subdivision prepared by Randall W. Brown & Associates, Inc. and dated April 22, 2002, recorded as Clerk of Court Map File No. 2393 of the official records of St. Tammany Parish, Louisiana; (ii) the Final Subdivision Plan for Arbor Walk, Phase 2 by Randall W. Brown & Associates, Inc., Survey No. 03440, dated May 12, 2003, revised August 15, 2003, recorded as Clerk of Court Map File No. 3124 of the official records of St. Tammany Parish, Louisiana; and (iii) the Final Subdivision Plan for Arbor Walk, Phase

Three by Randall W. Brown & Associates, Inc., dated November 13, 2003, revised June 28, 2004, and recorded as Clerk of Court Map File No. 3568 of the official records of St. Tammany Parish, Louisiana;

3. Pursuant to an act of “Cash Sale” dated October 4, 2004 and recorded with the St. Tammany Parish Clerk of Court at Instrument No. 1457634, appearer McMath Construction acquired ownership of Sites 1, 2, 3,4 and 22 in Arbor Walk, Phase 3 - Garden Homes South as said sites are identified in the Final Subdivision Plan for Arbor Walk, Phase Three by Randall W. Brown & Associates, Inc., dated November 13, 2003, revised June 28, 2004, and recorded as Clerk of Court Map File No. 3568 of the official records of St. Tammany Parish, Louisiana; and McMath Construction does hereby join in this amendment to add the property owned by it in Arbor Walk Subdivision, Phase 3 to the Restrictive Covenants, and therefore does hereby submit and subject Sites 1, 2, 3, 4 and 22 in Arbor Walk, Phase 3, to the Restrictive Covenants for Arbor Walk Subdivision to be fully governed by said Restrictive Covenants.

4. Pursuant to an act of “Cash Sale” dated October 22, 2004 and recorded with the St. Tammany Parish Clerk of Court at Instrument No. 1462937, appearer MW Henning acquired ownership of Sites 7, 12, 13, 30 and 31 (identified as “lots” in said Cash Sale) in Arbor Walk, Phase 3 as said sites are identified in the Final Subdivision Plan for Arbor Walk, Phase Three by Randall W. Brown & Associates, Inc., dated November 13, 2003, revised June 28, 2004, and recorded as Clerk of Court Map File No. 3568 of the official records of St. Tammany Parish, Louisiana; and MW Henning does hereby join in this amendment to add the property owned by it in Arbor Walk Subdivision, Phase 3 to the Restrictive Covenants, and therefore does hereby submit and subject Sites (Lots) 7, 12, 13, 30 and 31 in Arbor Walk, Phase 3, to the Restrictive Covenants for Arbor Walk Subdivision to be fully governed by said Restrictive Covenants.

5. Pursuant to an act of “Cash Sale” dated December 7, 2004 and recorded with the St. Tammany Parish Clerk of Court, appearer Acadian Builders acquired ownership of Sites 5, 6, 26, 27 and 28 (identified as “lots” in said Cash Sale) in Arbor Walk, Phase 3 as said sites are identified in the Final Subdivision Plan for Arbor Walk, Phase Three by Randall W. Brown & Associates, Inc., dated November 13, 2003, revised June 28, 2004, and recorded as Clerk of Court Map File No. 3568 of the official records of St. Tammany Parish, Louisiana; and Acadian Builders does hereby join in this amendment to add the property owned by it in Arbor Walk Subdivision, Phase 3 to the Restrictive Covenants, and therefore does hereby submit and subject Sites (Lots) 5, 6, 26, 27 and 28 in Arbor Walk, Phase 3, to the Restrictive Covenants for Arbor Walk Subdivision to be fully governed by said Restrictive Covenants.

In all other respects the original Restrictive Covenants except as amended and added to, 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.**

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**BY:** \_\_\_\_\_  
**DON A. MCMATH, Manager**

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**MCMATH CONSTRUCTION, INC.**

**BY:** \_\_\_\_\_  
**DON A. MCMATH**

**MW HENNING, L.L.C.**

**BY:** \_\_\_\_\_  
**MARK W. HENNING, Manager**

**ACADIAN BUILDERS OF ST. TAMMANY,  
L.L.C.**

**BY:** \_\_\_\_\_  
**DOUGLAS J. GRAISER, Manager**

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**JEFFREY D. SCHOEN  
NOTARY PUBLIC**