

SECOND AMENDMENT AND MODIFICATION
TO RESTRICTIVE COVENANTS AND
DEDICATION OF SERVITUDES AND
EASEMENTS

UNITED STATES OF AMERICA

STATE OF LOUISIANA

FOR: DEL SOL

BY: LONESOME DEVELOPMENT, L.L.C.

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 5th day of November 2012;

BEFORE ME, 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, Timothy R. Henning, its mailing address being P. O. Box 67, Mandeville, Louisiana 70470; hereinafter sometimes referred to as "Developer";

Who declared as follows:

Pursuant to Article X, Section 1, of the Dedication of Servitudes, Easement for Del Sol Subdivision recorded on November 20, 2007 with the St. Tammany Parish Clerk of Court as Instrument No. 1655395, as amended by the (i) "First Amendment to Dedication of Servitudes and Easements and Restrictive Covenants" recorded on April 16, 2008 at Instrument No. 1677441, (said restrictive covenants and the amendment thereto shall be collectively referred to hereinafter as the "Restrictive Covenants"), the undersigned, as the Developer of Del Sol Subdivision, does hereby amend the Restrictive Covenants in the following particulars:

I.

Developer hereby amends Article II of the Restrictive Covenants to add (L) as follows:

(L) All other terms not defined above shall have their generally accepted meaning.

II.

Developer hereby amends Article III of the Restrictive Covenants to read as follows:

Section 1. Common Areas: The Developer may transfer to the Association legal title to property owned by the Developer and areas designated on the Plat as Common Areas at the

option of the Developer. The Association may acquire other property which may be owned and maintained by the Association as Common Areas. The Developer, in its sole discretion, may transfer ownership of all or any part of the Common Areas to the Association. Any such transfer of ownership of the Common Areas is a right and not an obligation of the Developer, and, if said right is exercised, either T. R. Henning or Don A. McMath shall be and is hereby authorized to execute the act of transfer on behalf of the Association. The Common Areas shall be the maintenance obligation of the **Association**.

III.

Developer hereby amends Article IX of the Restrictive Covenants to read as follows:

E) No junk vehicle, commercial vehicle, **recreational vehicle**, boat, trailer, camp truck, motor homes, mobile home, house trailer, tractor, bus, modular home, geodesic dome, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or maintained upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles performed on any Lot. This restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer that do not exceed eight (8) feet in height and which are kept within an enclosed garage or behind a solid cedar board fence which meets all of the requirements set forth in Article IX, Section 1R) hereinafter. The parking of vehicles on the streets or street right-of-way is strictly prohibited except when necessary on a temporary, short-term basis (six hours or less) to accommodate visitors provided that any such parked vehicles shall not obstruct the use of the street. **The parking of vehicles on any Association Common Area or vacant lot is strictly prohibited. Further, the parking of vehicles on any green area or lawn of a property is strictly prohibited.**

R) i) Fences shall be constructed of treated posts and rails with cedar fence boards. Fences shall not exceed six (6') feet in height, however, fences located on Lots adjacent to any pond shall not exceed four (4') feet in height and must be picket fencing or other appropriate fencing material approved by the Architectural Control Committee. No fences on any Lot shall utilize barbed wire, creosote posts, chain link or mesh wire fence material. **Painting of fences is not allowed. Fences may be stained or sealed, provided that approval from the Architectural Control Committee, including the approval of the color of the stain. The color of the stain is limited to a solid or semi-transparent finish and is limited to the following only; redwood natural tone, cedar natural tone, or a clear Thompson's (or equivalent brand) water seal.**

In all other respects the Restrictive Covenants except as amended hereby, shall remain the same.

IV.

Developer hereby amends Article X Section 2 of the Restrictive Covenants to read as follows:

2. 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 Del Sol Subdivision. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding by the Association (instituted upon authority of the Board of Directors, or of the Architectural Control Committee while Class B shares are outstanding) or an Owner 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. In addition to the foregoing relief, the Association shall also 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, privilege or restriction set forth herein. **Further, the Board of Directors or Developer may exercise its power to set forth rules and regulations for monetary penalties to assess a fine to a property owner in violation of any servitude, privilege or restriction.** 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.

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.

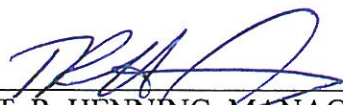
WITNESSES:





LONESOME DEVELOPMENT, L.L.C.

BY: HST COMPANY, LLC (Member)

BY: 
T. R. HENNING, MANAGER

SWORN TO AND SUBSCRIBED

BEFORE ME THIS ____ DAY OF
_____, 2012.

NOTARY PUBLIC