

**SECOND AMENDMENT TO
DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS FOR
GRANDÉ MAISON SUBDIVISION**

**UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY**

**BY: BENNETT BROTHERS DEVELOPMENT,
L.L.C.**

BE IT KNOWN, that on the 2nd day of March, 2009;

BEFORE ME, the undersigned 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:

BENNETT BROTHERS DEVELOPMENT, L.L.C. a limited liability company organized and existing under the laws of the State of Louisiana; domiciled and doing business in the Parish of St. Tammany, represented herein by Kevin T. Bennett, duly authorized, and its mailing address being 7037 Highway 190, Covington, Louisiana 70433, hereinafter sometimes referred to as "Developer";

who declared as follows:

WHEREAS, an act of Dedication of Servitudes, Easements and Restrictive Covenants was filed by Developer affecting lots in Grandé Maison Subdivision as per instrument dated January 5, 2006, recorded as Instrument No. 1532633 of the records of St. Tammany Parish, Louisiana, as amended thereafter by a "First Amendment" recorded on May 31, 2006 as Instrument No. 1555367 ("Restrictions"), and

WHEREAS, under authority of Article X of the Restrictions, the Developer does make the following amendments to the Restrictions as follows:

I.

Article VI, Rights Under Homeowners Association, Section 1 of the Restrictive Covenants is hereby amended to include an additional subsection 1(D) providing as follows:

D) The right of the Association, through its Board of Directors, to select a single entity to be the sole and exclusive residential waste collection and removal contractor for all improved Lots in the Estates in accordance with Article VIII, Section 1, Paragraph KK herein.

II.

Article VIII, Building Restrictions, Section 1. Prohibited Uses and Nuisances, of the Restrictive Covenants is hereby amended to include an additional Paragraph KK providing as follows:

Section KK. Waste Collection.

All trash, garbage and recyclables (collectively referred to hereinafter as "waste") shall be collected and removed by a single entity ("Waste Collector") selected by the Board of Directors of the Association. The Waste Collector shall be the sole and exclusive residential waste collection and removal contractor for all improved Lots and shall be engaged upon terms and conditions approved by the Board of Directors, subject to the right of the Board of Directors to periodically review said terms and conditions and, at its discretion, renew or terminate any such agreement and select a new collector. Each Lot Owner shall be responsible for the payment of the charges imposed by the Waste Collector for the collection and removal of waste from their respective Lot(s), and said charges shall not be the responsibility of the Association. This Section shall not apply to the collection and removal of waste or building materials resulting from any construction or renovation of a dwelling.

III.

Article X, Section 2. Construction and Enforcement, of the Restrictive Covenants is hereby amended to provide as follows:

Section 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 GRAND MAISON SUBDIVISION. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding 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. The provisions hereof may be enforced, without limitation, by the Association, by any Owner of any Lot which becomes subject to the provisions hereof.

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. In addition to all other remedies provided by law, the Association shall also be entitled to recover the reasonable attorney's fees and costs incurred by it in any effort or action to enforce any and all terms, conditions and property use restrictions contained in these restrictive covenants.

In all other respects the Restrictions, except as amended, shall remain the same.

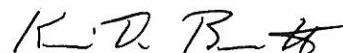
THUS DONE AND PASSED in Covington, St. Tammany Parish, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned witnesses

and me, Notary, after due reading of the whole.

WITNESSES:

BENNETT BROTHERS
DEVELOPMENT, L.L.C.


Michelle N. Scott

BY: 
KEVIN T. BENNETT


LINDA C. KALL


LELAND R. GALLASPY
NOTARY PUBLIC
BAR ROLL NO. 21601