

**SECOND AMENDMENT TO DEDICATION
OF SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS
(BARKLEY PARC SUBDIVISION)**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA**

BY: BARKLEY DEEVELOPMENT, L.L.C.

PARISH OF ST.TAMMANY

BE IT KNOWN, that on the 2nd day of August, 2013;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, in the parish of St. Tammany, State of Louisiana, therein residing, in the presence of the witness hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

BARKLEY DEEVELOPMENT, L.L.C., a Limited Liability Company organized under the laws of the state of Louisiana, domiciled in St. Tammany Parish, whose mailing address is 651 Perrilloux, Madisonville, LA 70447, represented herein by Randy P. Varuso by virtue of Unanimous Consent, which Unanimous Consent is recorded as instrument number 1396541 of the records of St. Tammany Parish, Louisiana, hereinafter collectively referred to as a **"DEVELOPER"**; and who declared as follows:

WHEREAS, an act of Dedication Of Servitudes, Easements and Restrictive Covenants was filed by Developer affecting property in Barkley Parc Subdivision as per instrument dated December 20, 2005 recorded as Instrument No. 1530528 of the records of St. Tammany Parish Louisiana, as amended("Restrictions"), and

WHEREAS, under the authority of Article IV, Additions by Developer, and under the authority of Article X of the Restrictions, the Developer does make the following additions and amendments to the Restrictions as follows:

1. The Developer does amend Article X, Section 2, Construction and Enforcement, to add subsection (a) as follows:

(a) Should any property owner fail to properly maintain his property or improvements, or violate the restrictions herein, the Developer or Association, its employees, agents or contractors may enter the property to correct and alleviate the breach, provided further

i. Such entry shall not be deemed a trespass;

ii. Prior to entry the Developer or Association shall provide written notice by certified mail or personal delivery to the property owner, notifying owner of the breach and allow property owner five (10) days to remedy the breach or situation complained of;

iii. If the breach or situation complained of is not corrected by the owner, the Developer or Association may do so and assess the property owner the full cost thereof;

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- iv. If the assessment is not paid within 30 days of written notice thereof, then the Developer or Association, its employees, agents or contractors, may assess a penalty or fine in addition to the assessment until the breach is corrected or the assessment is paid.

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

2nd **THUS DONE AND PASSED** in Covington, St. Tammany Parish, Louisiana, on this day of August, 2013, in the presence of the undersigned witnesses and me, Notary, after due reading of the whole.

WITNESSES:

BARKLEY DEVELOPMENT, L.L.C.

Jamie Boudreaux
Jamie Boudreaux

BY:

[Signature]
RANDY P. VARUSO
DEVELOPER

[Signature]
Rodney Duvst

Susan Fink
SUSAN FINK, NOTARY PUBLIC



SUSAN FINK
Notary Public
Notary ID No. 131828
St. Tammany Parish, Louisiana