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Second Amendment and Modificaton
to Prohibited Uses of Property and
Other Obligations, Master Deed
Restrictions and Covenants of Madison
Farm Subdivision

United States of America

State of Louisiana

Parish of St. Tammany

By: Mayeaux Varuso L.L.P.

Let it be known, that on this 29th day of March, in the year of Our Lord One Thousand Nine Hundred and Ninety Nine;

PERSONALLY CAME AND APPEARED:

Mayeaux Varuso L.L.P., a Louisiana Limited Liability partnership domiciled in the Parish of St. Tammany and the State of Louisiana, represented herein through its Partners, Mayeaux Construction, Inc. and Varuso Enterprises, Inc., duly authorized by a Written Consent of the Board of Directors recorded in DT. Reg # 727,323; Instrument #1042676 filed in the official records of St. Tammany Parish, Louisiana, and its mailing address being 103 Belington Avenue, Madisonville, Louisiana 70047.

hereinafter referred to as "developer"

who declared, that pursuant to ARTICLE II. LAND CLASSIFICATION AND USE - SECTION C. PROHIBITED USES AND OTHER OBLIGATIONS - SUBSECTION 11. DRAINAGE, the undersigned as the Developer of Madison Farm Subdivision does amend the original restrictive covenants recorded in DT. Reg # 727,323; Instrument #1042676 filed in the official records of St. Tammany Parish, Louisiana, to the following.

Developer does hereby amend ARTICLE II. LAND CLASSIFICATION AND USE - SECTION C. PROHIBITED USES AND OTHER OBLIGATIONS - SUBSECTION 11. DRAINAGE, to read as follows:

11. Drainage. All drainage facilities shall be sufficient to eliminate as much as possible unsightly or hazardous ponding conditions. The MFACC shall have full authority to make such requirements as it deems necessary to avoid such conditions and to assure that the neighboring properties are not adversely affected by drainage from or to the property being improved.

It is the responsibility of each individual lot owner for lots 12-18 to maintain a common drainage swale to the rear of their lots that will not only allow drainage of their rear yard, but also allow drainage of all neighbor's rear yards located east of their property. No lot owner will be allowed to block or impede flow in this drainage swale.

DT. REG: # 878,489
Inst # 1141101
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Additionally, because a detention pond will be located in Madison Farm, it shall be noted that during intense rainfall over a prolonged period of time, this detention pond is designed to collect storm water run-off and dispose of it slowly. During this period when water collects, no swimming or other activities will be allowed or tolerated that could potentially cause harm or damage to any persons, places, or things.

Developer does hereby amend PLANS AND SPECIFICATIONS FOR SITE WORK, SECTION d. of the RULES AND REGULATIONS FOR DEVELOPERS, CONTRACTORS, AND HOME BUILDERS; to read as follows:

d. Topo information relative to center line of street, grades proposed for structure floors, landscaped areas, on site drainage grades. Drainage onto another lot is not allowed. Minimum elevation of slabs will be 12" above center line of street (for properties located in Flood Zone "C"), at center point of lot to be constructed on. With regards to properties located in Flood Zone "A", minimum elevations must be obtained from the Parish Governing Authority. Builders, contractors, and / or homeowners may be required to construct swale ditches between lots to insure proper lot drainage. All lots shall drain toward streets.

It is the responsibility of each individual lot owner for lots 12-18 to maintain a common drainage swale to the rear of their lots that will not only allow drainage of their rear yard, but also allow drainage of all neighbor's rear yards located east of their property. No lot owner will be allowed to block or impede flow in this drainage swale.

THUS DONE AND PASSED, in my office in Mandeville, 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:

Mayeaux Varuso L.L.P.

Mitch Ripoll
Mitch Ripoll

By: Phillip G. Mayeaux
Phillip G. Mayeaux

Phillip G. Mayeaux

Henry P. Baas
Notary Public