

**THIRD AMENDMENT TO
DEDICATION OF SERVITUDES,
EASEMENTS AND RESTRICTIVE
COVENANTS
(GRANDÉ MAISON SUBDIVISION)**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

BY: B B MINI STORAGE, L.L.C.

BE IT KNOWN, that on the 28th day of February, 2018;

St. Tammany Parish 20
Instrmnt #: 2104052
Registry #: 2556123 smh
3/29/2018 3:35:00 PM
MB CB X MI UCC

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:

B B MINI STORAGE, L.L.C., a limited liability company organized and existing under the laws of the State of Louisiana, the successor company by merger with Bennett Brothers Development, L.L.C., domiciled and doing business in the Parish of St. Tammany, represented herein by Matthew J. Bennett, duly authorized agent by unanimous consent agreement of the members, which is attached hereto, and its mailing address being 7037 Highway 190, Covington, Louisiana 70433, hereinafter sometimes referred to as "Developer";

who declared as follows:

WHEREAS, on or about January 5, 2006, Bennett Brothers Development, L.L.C. executed that certain document entitled "Dedication of Servitudes, Easements and Restrictive Covenants Grandé Maison Subdivision" which was filed in the records of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Instrument No. 1532633 (hereinafter the "Original Restrictions"), and

WHEREAS, pursuant to Article II, Section (E) of the Original Covenants, Bennett Brothers Development, L.L.C. or its successor entity is the Developer; and

WHEREAS, pursuant to Article X, Section 1 of the Original Covenants, the Developer has the unilateral right and authority to amend the Original Covenants; and

WHEREAS, on May 30, 2006, Bennett Brothers Development, L.L.C. entered into and executed that certain document entitled "First Amendment to Dedication of Servitudes, Easements and Restrictive Covenants (Grande Maison Subdivision)" which amended and modified said Original Restrictions and which was filed in the records of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Instrument No. 1555367 (hereinafter the "First Amendment"); and

WHEREAS, on March 2, 2009, Bennett Brothers Development, L.L.C. entered into and executed that certain document entitled "Second Amendment to Dedication of Servitudes, Easements and Restrictive Covenants for Grande Maison Subdivision" which further amended and modified said Original Restrictions and which was filed in the records of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Instrument No. 1716613 (hereinafter the "Second Amendment"); and

WHEREAS, on May 31, 2013, Bennett Brothers Development, L.L.C. and B B Mini Storage, L.L.C. entered into a Joint Agreement of Merger whereby Bennett Brothers Development, L.L.C. merged with B B Mini Storage, L.L.C. establishing a single entity named B B Mini Storage, L.L.C. The Certificate of Merger of Bennett Brothers Development, L.L.C. into B B Mini Storage, L.L.C. was filed and recorded with the Office of the Louisiana Secretary of State on June 7, 2013 and was filed in the records of the Clerk of Court for the Parish of St. Tammany, State of Louisiana, as Instrument No. 2037849.

WHEREAS, pursuant to Article II, Section (E) of the Original Covenants, B B Mini Storage, L.L.C., as the successor entity of Bennett Brother Development, L.L.C., is the Developer.

WHEREAS, the Developer now wishes to amend the Original Restrictions, as amended by the First Amendment and Second Amendment, all as more particularly set forth herein.

NOW THEREFORE, under authority of Article X, Section 1 of the Original Restrictions, the Developer hereby amends the Original Covenants, as amended by the First Amendment and Second Amendment, as set forth below:

I. AMENDMENTS

1.1 By amending Article XII, entitled "ASSESSMENTS," Section 3 to read as follows:

Section 3. Non-Payment of the Assessment. Any assessment levied pursuant to this act of dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member to pay such an assessment

shall remain his personal obligation and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this act of dedication, or any installment thereof, may be maintained by the Association, along with any other remedies which may be allowed by law.

Any assessment levied pursuant to this act of dedication or any installment thereof, which is not paid within ten (10) days after it is due, shall bear interest at twelve percent (12%) per annum and the Member shall be obligated to pay a \$25 late charge. The late charge shall not be construed as additional interest, instead, the purpose of the late charge is to compensate the Association for any administrative or other costs it may incur due to a members failure to pay an assessment, but in no event shall the interest rate exceed the maximum rate authorized by Louisiana law. The Association may bring an action at law against the member personally obligated to pay the same, in which event such interest, charges, costs and reasonable attorney fees of not less than twenty five percent (25%) of the amount claimed shall be added to the amount of the assessment. Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender.

1.2 By amending Article XII, entitled "ASSESSMENTS," Section 7 to read as follows:

Section 7. Lien Filing. Any installments on assessments shall be payable to the order of Grande Maison Owners Association, Inc. and shall be paid at the principal office of the Association; or to such other person or entity and in such other places as the Board of Directors may from time to time designate.

Any installment on any assessment authorized hereunder or under this Dedication of Servitudes and Covenants shall be a debt and obligation of the Lot and the owner of the Lot against which it is levied. In the event of non-payment of an assessment within ten (10) days after it is due, the amount owed shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum and the member shall be obligated to pay a \$25 late charge. The late charge shall not be construed as additional interest, instead, the purpose of the late charge is to compensate the Association for any administrative or other costs it may incur due to a members failure to pay an assessment, but in no event shall the interest rate exceed the maximum rate authorized by Louisiana law. In the event of non-payment of an assessment within the ten (10) day period provided above, a lien affidavit setting forth the amount due may be filed against the Lot and the Lot owner thereof as authorized by and provided for in LSA-R.S. 9:1145 et seq. The Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessments, late charges and other penalties, as well as to enforce any other provisions of these restrictions and/or rules and regulations. The party cast in judgment shall pay all reasonable attorney's fees and costs.

1.3 By amending Article IX, entitled "RESTRICTIONS FOR USE OF PROPERTY," Section 1, subpart (W) to read as follows:

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W) Any out-building, storage shed, cabana, gazebo, or other detached structure on a Lot must be approved by the Architectural Control Committee and shall comply with the following guidelines: (i) be no larger than 144 square feet under beam; (ii) comply with all setback requirements; and (iii) the building must architecturally conform and be compatible with the elevation, design and material of the main residential dwelling on the Lot.

1.4 By amending Article IX, entitled "RESTRICTIONS FOR USE OF PROPERTY," Section 1, subpart (GG) to read as follows:

GG) Except as specifically provided herein, gym sets, climbing bars, tree houses and other elevated playground equipment shall not be stored or kept in the front yard of any Lot, shall not be located within ten feet (10') of a property line of any Lot and shall not exceed eight feet (8') in height. Basketball goals shall be located at the top of the driveway nearest to the house at a location submitted to and approved by the Architectural Control Committee. Once the location is approved by the Architectural Control Committee, the basketball goal shall not be placed in or near the street or moved to any other location.

1.5 By amending Article IX, entitled "RESTRICTIONS FOR USE OF PROPERTY," Section 1 and adding subpart (KK) which shall read as follows:

KK) Flags of any kind placed on a Lot so as to be visible from outside the dwelling on the Lot shall not be permitted, except that one country flag not exceeding 48" x 72" in size and one decorative flag not exceeding 36" x 60" in size may be hung from flagpoles not exceeding 72" in length or 2" in diameter, which are mounted within brackets on the exterior façade of the residence at a location approved by the Architectural Control Committee. Free-standing flag poles are strictly prohibited.

1.6 By amending Article X, Section 2, entitled "Construction and Enforcement," to read 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 GRANDE 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.

Notwithstanding the foregoing or anything contained herein to the contrary, and in addition to the provisions provided for in Article VII hereinabove with respect to delinquent assessments, upon the violation of any of the provisions of this Dedication of Servitudes and Restrictive Covenants, or any Regulations of the Association, the Board of Directors of the Association shall have the power to impose a monetary charge, as defined more specifically herein in subpart (A), which shall constitute a real obligation and lien upon the Lot or Dwelling, the owners or occupants of which are guilty of such violation as well as the power to suspend such Owner's rights to vote in the Association or suspend such Owner's rights (along with the rights of such Owner's family, guests, tenants and the co-owners of such Owner and their respective families, guests and tenants), to use any of the recreational facilities located in the Common Areas. The Board of Directors shall have the power to impose all or any combination of these sanctions. If the violation of any provision of this Dedication of Servitudes and Restrictive Covenants, or any Regulations of the Association is the first violation of a particular provision by the Owner within a twelve (12) month period, should the Board of Directors choose to impose any such sanction, it shall provide written notice ("Original Notice") to the effected Owner with the notice of the alleged violation, and shall provide the Owner not less than ten (10) days ("Original Deadline") in which to come into compliance and cure the violation. If the Owner does not cure the violation by the Original Deadline, the Board of Directors shall provide written notice by certified mail ("Second Notice"), and shall provide the Owner not less than ten (10) days ("Second Deadline") in which to come into compliance with and cure the violation. If the Owner does not cure the violation by the Second Deadline, a monetary charge shall be imposed pursuant to subpart (A) herein. If an Owner violates any provision of this Dedication of Servitudes and Restrictive Covenants, or any Regulations of the Association more than once within a twelve (12) month period, the Board of Directors shall provide written notice to the effected Owner with the notice of the alleged violation within a reasonable time of becoming aware of the violation, however, a monetary charge shall be imposed, pursuant to subpart (A) herein, immediately upon the violation.

A) Monetary Charge Schedule

i. Movable Violation

(a) A twenty-five dollar (\$25) per day charge shall be imposed for any violation of restrictions upon movable property, including, but not limited to, storing, maintaining and/or parking boats, trailers, RVs and toys upon the front yard of any Lot.

(b) Once the violation is cured, the Owner shall notify the Association or its designated representative that the Owner cured the violation. The monetary charge shall cease upon the violation being cured and the Association or its designated

representative receiving notice.

ii. Improvements

(a) A two hundred fifty dollar (\$250) charge shall be imposed for failing to submit any request or plan to the Architectural Control Committee for written approval, as required by this Dedication of Servitudes and Restrictive Covenants.

iii. Garbage Can Violation

(a) A fifty dollar (\$50) charge shall be imposed for violating Article IX, Section (f) herein.

iv. All Other Recurring Violations

(a) A twenty-five dollar (\$25) per day charge shall be imposed for all other violations of this Dedication of Servitudes and Restrictive Covenants, or any Regulations of the Association that is recurring in nature until the violation is cured. The charge shall cease as provided in subpart (A)(i)(b) herein.

v. All Other Non-recurring Violations

(a) A two hundred fifty dollar (\$250) charge shall be imposed for all other violations of this Dedication of Servitudes and Restrictive Covenants, or any Regulations of the Association that is not recurring in nature.

Furthermore, should the Association, the Developer, or the Owner of any Lot retain an attorney for the purpose of enforcing these servitudes, privileges and restrictive covenants, by any legal proceeding, and should the Association, Developer and/or Lot Owner be successful in their effort to enforce these servitudes, privileges and restrictive covenants, they shall be entitled to recover all of their reasonable costs and attorney's fees in connection therewith.

II. SURVIVING PROVISIONS

In all other respects, the Original Covenants, as amended by the First Amendment and Second Amendment, shall remain in full force and effect.

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[SIGNATURES ON FOLLOWING PAGE]

THUS DONE AND PASSED in Covington, Louisiana on the date and year set forth hereinabove.

WITNESSES:

B B MINI STORAGE, L.L.C.

Lori Stutzman
Lori Stutzman

BY:

MJB
MATTHEW J. BENNETT,
duly authorized agent

Anup
ANUP GHIMIRE

Susan Fink
SUSAN FINK, NOTARY PUBLIC
NOTARY ID NO. 131828



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

**UNANIMOUS CONSENT OF THE MEMBERS
OF
B B MINI STORAGE, LLC**

NOW COMES, Matthew P. Bennett, Kevin T. Bennett and James W. Bennett ("Members"), constituting all members of B B Mini Storage, LLC (the "Company"), who hereby consent to the following:

WHEREAS, the Company has agreed to amend and modify the Dedication of Servitudes, Easements and Restrictive Covenants for the Grande Maison Subdivision by entering into the "Third Amendment To Dedication Of Servitudes, Easements And Restrictive Covenants (Grande Maison Subdivision)" ("Third Amendment");

WHEREAS, Members approve of the Third Amendment;

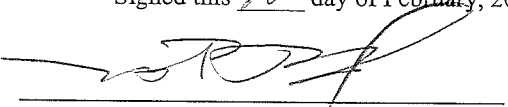
WHEREAS, Members desire to authorize Matthew J. Bennett to execute all documents necessary to complete the Third Amendment;

NOW THEREFORE after consultation of all Members of the Company, the Members do hereby consent to and certify:

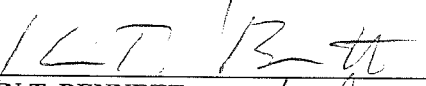
That Matthew J. Bennett is authorized and empowered for and on behalf of the Company on such terms and conditions as he deems fit and proper, to amend and modify the Restrictive Covenants for Grande Maison Subdivision.

That Matthew J. Bennett is hereby authorized to sign and execute on behalf of the Company any Third Amendment, or other instruments, notarial acts, or other documents in order to carry out the purpose of this Unanimous Consent.

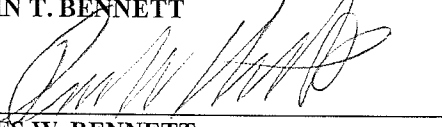
Signed this 28th day of February, 2018.



MATTHEW P. BENNETT



KEVIN T. BENNETT



JAMES W. BENNETT