

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

BE IT KNOWN, that on the 2nd day of October, 2019;

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, LLC, domiciled and doing business in St. Tammany Parish, represented herein by Kevin T. Bennett, duly authorized by Unanimous Consent recorded January 19, 1999, at CIN 1131941 of the records of St. Tammany Parish, 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 CIN 1532633 of the records of St. Tammany Parish, Louisiana, as amended thereafter by a “First Amendment” recorded on May 31, 2006, as CIN 1555367, as amended thereafter by a “Second Amendment” recorded on March 2, 2009, as CIN 1716613, and as amended thereafter by a “Third Amendment” recorded on March 29, 2018, as CIN 2104052 (collectively, “Restrictive Covenants”), and

WHEREAS, under authority of Article X of the Restrictive Covenants, the Developer does make the following amendments to the Restrictive Covenants, effective and applicable as of September 2, 2019, as follows:

1. By amending Article II entitled “Definitions,” Section E, to read as follows:

E) “Developer” shall mean and refer to B B MINI STORAGE, L.L.C. or its successor entity who is assigned the rights of B B MINI STORAGE, L.L.C. as the Developer.

2. By amending Article V entitled “Owners Association,” Section 2 entitled “Membership,” Subpart B) (ii), to read as follows:

ii) on January 1, 2028; or

St. Tammany Parish 2386
Instrmnt #: 2179379
Registry #: 2659699 cbj
10/18/2019 8:30:00 AM
MB CB X MI UCC

3. By amending Article VIII entitled “Architectural Control Committee,” Section 1 entitled “Standards” and Section 2 entitled “Architectural Control Committee – Operation,” to read as follows:

Section 1) Standards. Except for construction and/or development by the Developer, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer concurrently with said construction and/or development, and except for

purposes of proper maintenance and repair, no Lot clearing, bush hogging, culvert installation, ditching or excavation or removal of plant material, nor any building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon The Property, nor shall any exterior addition to or change or other alteration thereupon be made until the complete plans and specifications, showing location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted and approved in writing as to safety, harmony and external design, color and location in relation to the surrounding structures and topography and conformity with the design concept for GRANDÉ MAISON SUBDIVISION by the Architectural Control Committee appointed by the Developer. Following the cancellation or termination of the class B memberships of the Association issued to the Developer, the Architectural Control Committee shall be appointed by the Board of Directors, and upon the failure of the Board of Directors to establish an Architectural Control Committee, the Board of Directors shall constitute the Architectural Control Committee.

Subject to the limitations as herein above provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Areas within the community or to combine or otherwise join two or more dwellings or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect The Property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any Common Areas or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony and external design, color and location in relation to surrounding structures and topography and conformity with the design concept for GRANDÉ MAISON SUBDIVISION. Plans and Specifications for each structure shall clearly provide the exterior finish schedule, including but not limited to all doors, exterior finishes, siding/exterior materials, windows, fascias, soffits and roof type.

Section 2) Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Developer or its successor without compensation. The Architectural Control Committee shall serve for the length of time and at the pleasure of the Developer and may be removed and replaced by the Developer or its successor. Following the cancellation or termination of the class B memberships of the Association issued to the Developer, the Architectural Control Committee shall be appointed by the Board of Directors, and upon the failure of the Board of Directors to establish an Architectural Control Committee, the Board of Directors shall constitute the Architectural Control Committee. The affirmative vote of a majority of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, variance, and/or approval of the like pursuant to the authority contained in this Article.

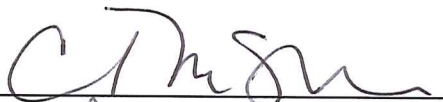
In all other respects, the Restrictive Covenants, except as amended, shall remain the same.

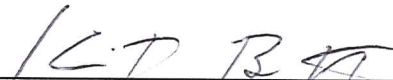
(SIGNATURES ON THE FOLLOWING PAGE)

THUS DONE AND PASSED in 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.

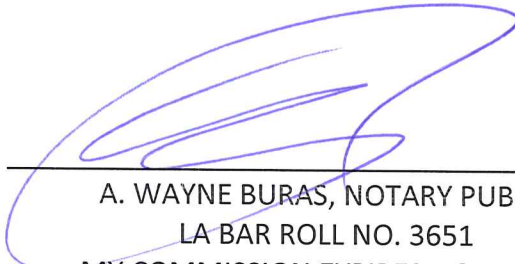
WITNESSES:

B B MINI STORAGE, L.L.C.


Print Name: Courtney Thompson

BY: 
KEVIN T. BENNETT, Member


Print Name: Thacia Scheyermann


A. WAYNE BURAS, NOTARY PUBLIC
LA BAR ROLL NO. 3651
MY COMMISSION EXPIRES: @ DEATH