

**FIFTH 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 8th day of June, 2020;

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 P. 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 Grande 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, as amended thereafter by a **“Third Amendment”** recorded on March 29, 2018, as CIN 2104052, and as amended by a **“Fourth Amendment”** recorded on October 18, 2019, as CIN 2179379 (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:

1. By amending Article IX entitled "Restrictions For Use of Property," Section 1, Subpart HH which shall read as follows:

HH) The design, make and brand of all mailboxes in The Subdivision shall be specified and approved by the Architectural Control Committee ("Approved Mailbox"). The cost of Approved Mailbox and installation upon completion of a new home shall be the expense of the Owner. To promote and preserve the attractive appearance of The Subdivision and the improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owner's respective investment therein, maintaining, repairing, and replacing an Approved Mailbox will be at the discretion of the Architectural Control Committee and shall be at the expense of the Association, unless otherwise provided herein. Each Owner shall be liable to the Association for expenses incurred by the Association to repair or replace a mailbox because of damage sustained by reason of the negligence or willful misconduct of said Owner, or his/her respective family and guests, both minor and adult. The Association reserves the right, acting through the Board of Directors, after notice and hearing, to charge a Special Assessment equal to the cost of correcting such damage.

2. By amending Article V entitled "Owners Association," Section 2 entitled "Membership," Subpart B) (ii), as amended by the Fourth Amendment, to read as follows:

ii) on January 1, 2030; or

3. By amending Article IX, entitled "Restrictions for Use of Property," Section 1 to add Subpart MM which shall read as follows:

MM) The Developer recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, the Developer desires to promote and preserve the attractive appearance of the Property and the improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Accordingly, solar collecting panels and devices are prohibited from being placed, constructed or maintained upon any Lot and the improvements thereon, unless the owner receives prior written approval of the plans by the Architectural Control Committee. Solar collecting panels and devices must be placed, constructed, and maintained in such location(s) and with such means of screening or concealment as the Architectural Control Committee may reasonably deem appropriate to prevent the visual impact of such solar collecting panels and devices when viewed from any street fronting the Lot, and to the extent possible, from

any other Lot. The Architectural Control Committee may determine that a solar collecting panel and device is not properly screened or concealed and, therefore, deny the proposed plan, if the proposed plan shows that the solar collecting panel and device will be visible from any street fronting the Lot.

II. SURVIVING PROVISIONS

In all other respects, the Restrictive Covenants, except as amended, shall remain in full force and effect.

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[Signatures on Following Page]**

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THUS DONE AND PASSED in Covington, 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.

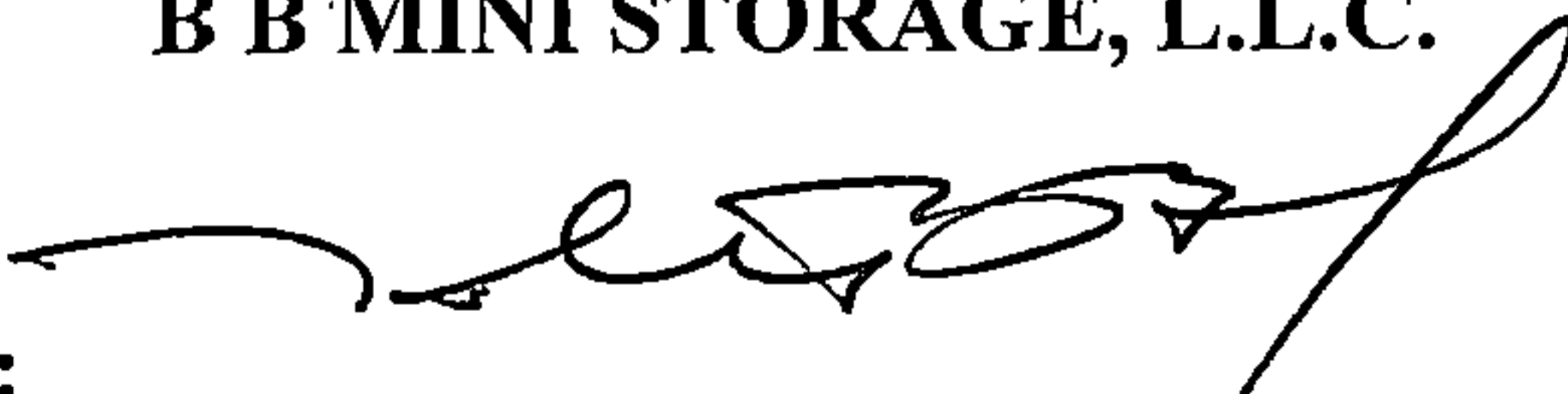
WITNESSES:

B B MINI STORAGE, L.L.C.

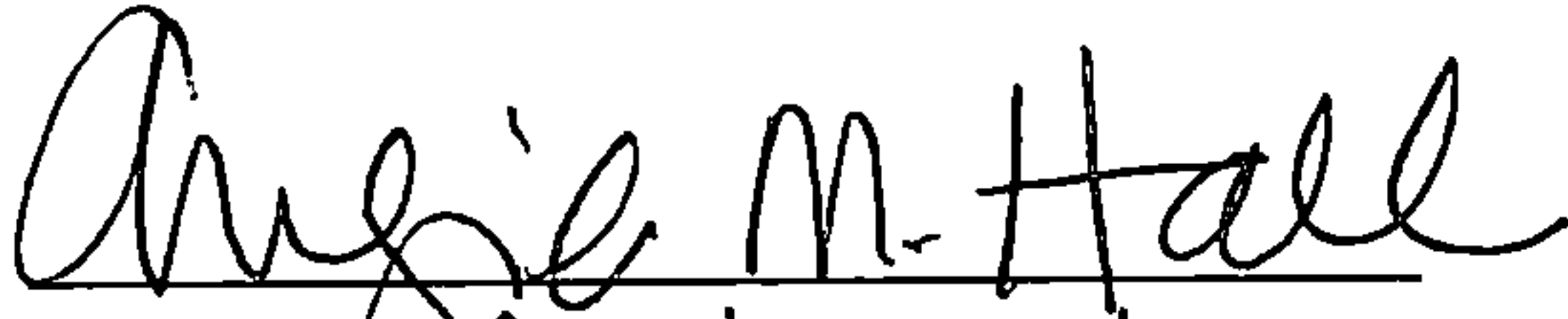


Benjamin C. Loftus

BY:



MATTHEW P. BENNETT, Member



Angie M. Hall



MATTHEW CRAIN, NOTARY PUBLIC
LA. BAR NO. 37083