

**THIRD AMENDMENT OF THE ACT CREATING  
DEED RESTRICTIONS AND COVENANTS OF  
BROOKSTONE SUBDIVISION, PHASE I**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**BE IT KNOW**, that on this 15<sup>th</sup> day of June, 2022.

**BEFORE ME**, the undersigned Notary Public, duly commissioned and qualified with and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

BROOKSTONE PROPERTY OWNERS' ASSOCIATION, INC., a Louisiana non-profit corporation, domiciled and doing business in St. Tammany Parish, whose permanent mailing address is Brookstone Property Owners' Association, 103 Brookstone Drive, Covington, LA 70433, herein represented by Brenda Doussan, President (hereinafter referred to as the "Declarant"),

who declared that pursuant to Article XII (2) of the "Act Creating Deed Restrictions and Covenants" by B.I.L., L.L.C., the Developer, recorded on February 11, 2000 as Instrument No. 1184960 ("Covenants") in the official records of St. Tammany Parish, and the other governance documents of Declarant, and affirming that more than seventy-five (75%) percent of the lot owners of record have approved the Amendments set forth below, as evidenced by the attached Resolution of the Declarant, regarding its Annual Meeting held on June 13, 2022, attached as Ex. A, it does hereby execute this amendment ("Third Amendment") and amends the Covenants of Brookstone Subdivision, Phase I, in the following particulars:

I.

(a) Throughout the Covenants, the Brookstone Architectural Control Committee ("BACC"), as defined herein, is used, and in the context of that usage, the BACC was granted certain powers and decision-making authority.<sup>1</sup> The Covenants are hereby amended to replace the BACC with the Board of Directors, as the authorized body to act for Declarant, and possessing decision-making authority on matters previously reserved to the BACC, as more fully spelled out in Article II of this Amendment.

(b) Throughout the Covenants reference is made to the Developer, B.I.L., L.L.C. All such references are hereby replaced and any and all rights, responsibilities, duties and authority now resides with the Board of Directors of Brookstone Property Owners' Association, Inc.

II.

Article I. Definitions is hereby amended to provide as follows:

(a) To amend Article I. Section 1 to now read as follows:

1. Architectural Committee – Shall mean and refer to Brookstone Architectural Control Committee ("BACC"), a committee of the Board of Directors ("Board") of Brookstone Property Owners' Association, Inc. ("BPOA"), who, if constituted by the Board, has the authority to review requests for changes to property subject to these Covenants and to make recommendations to the Board. The Board is vested with the authority to approve or reject requests.

<sup>1</sup> The Articles and/or Sections of the Covenants that reference the BACC and its decision-making authority include Article I, Sections 1, 4; Article III. Sections, 3, 5, 11, 12, 14, 15; Article IV; and, Article VI, Sections 1, 2, 3, 4, 5, 6.

(b) To amend Article I. Section 4 to now read as follows:

4. By amending Section 4 to make clear that the Board not he BACC has the authority to promulgate Rules and Regulations related to standards for construction and the procedure for obtaining prior approval for site preparations and construction.

### III.

Article III. Prohibited Activities is hereby amended to provide as follows:

(a) To replace the BACC where referenced with the Board, as the body with decision-making authority over those matters set forth in Article III.

(b) To add a notice and fine provision for the violation of the prohibitions set forth in Article III. Section 4. That provision (underlined), added to the end of the now existing Section 4, shall read as follows:

4. No structure of a .... The street right of way). In the event a violation of this provision is deemed to have occurred, the Board shall send notice to the Lot Owner of the violation and request that the violations be removed within twenty-four (24) hours of the notice. The fine for any failure to comply is Fifty (\$50.00) Dollars. Should the violation continue for more than one (1) day, the fine shall be Twenty-five (\$25.00) Dollars for each successive day the violation continues, as determined in the Board's discretion.

(c) To add a provision to Article III. Section 5. That provision (underlined), added to the end of the now existing Section 5 (as amended), shall read as follows:

5. Clearing trees ... with the consent of the Board. When removing a tree for either of the listed reasons, and with the Board's written consent obtained prior to removal, it is suggested that a tree be replanted to replace the one removed. Landscaping plants are excluded from the application of this provision.

(d) To amend Article III. Section 6 to read as follows:

6. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except 24 hours prior to and after scheduled pickups. Violators shall be fined, in the Board's discretion, Fifty (\$50.00) Dollars for the first day, and Twenty-five (\$25.00) Dollars for each succeeding day that they are in violation of this provision.

(e) To add a provision to Article III. Section 10. That provision (underlined), added to the end of the now existing Section 10, shall read as follows:

10. No trash ...lots. The fine for any violation is Fifty (\$50.00) Dollars. Should the violation continue for more than one (1) day, the fine shall be Twenty-five (\$25.00) Dollars for each successive day the violation continues, as determined in the Board's discretion.

### IV.

Article IV. Easements Over Lots (as mended generally herein replacing the BACC with the Board) is hereby further amended to increase the drainage servitude previously established over lots at "ten (10') feet wide along the interior side and rear boundary lines of each lot" to be a drainage servitude of twenty (20') feet in the same locations as specified in the Covenants. No other changes to this Article are made.

### V.

Article VI. Architectural Control and Construction is hereby amended as follows:

(a) In addition to the general amendments made herein replacing references to the

BACC with the Board, Article VI. Section 1 is amended to make clear that members of the BACC are appointed by the Board, in its discretion, and do not possess decision-making authority. That authority resides with the Board.

(b) ) In addition to the general amendments made herein replacing references to the BACC with the Board, Article VI. Section 2 is amended to now read as follows:

2. Commencement and period of construction. Construction must commencement soon as practicable after, but in no event more than six (6) months after obtaining the approval of the Board. Construction of the must be substantially completed within necessary twelve (12) months from the commencement of work. All necessary building and related permits must be obtained prior to commencement of work, and all construction must be performed in accordance with any regulations promulgated by the Board from time to time, and applicable building codes, and in accordance with the plans and specifications submitted and approved by the Board.

The Board, in its discretion, and upon timely application of the Lot Owner, Contractor or another acting on behalf of either or both, may grant an extension to the deadlines set forth above. The Board, in its discretion, may also grant approval to any plan changes provided they are submitted to Board in advance of undertaking the change. Either the extension(s) request or plan change will be acted upon quickly and the Board will render its decision in writing.

## VI.

Article VII. Members' Right of Enjoyment is hereby amended as follows:

To amend Article VII. Subpart (c) to now read as follows:

(c) The disqualification any member to run for position on the Board of Directors of the Association for any period during which any assessment made by the association or the Board remains unpaid, or for any period that the member is in violation of the rules and regulations of the Association or of these Covenants.

In all other respects the Covenants, except as amended herein, shall remain the same, as amended prior hereto.


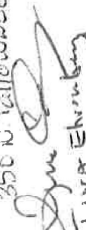
**THUS DONE AND SIGNED** at my office in Mandeville, Louisiana on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

**BROOKSTONE PROPERTY OWNERS'  
ASSOCIATION, INC.**

  
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By   
Brenda Doussan, President

  
350 N. Tallouwood Dr.  
  
1111 P. Tallouwood  
Covington, LA

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NOTARY PUBLIC  
Name: Harold L. Ehrenberg  
Notary or Bar No.: 08397  
Commission Expires: Life

(SEAL)

**HAROLD L. EHRENBURG**  
**Attorney & Notary Public**  
**L.A. Bar #28347**  
**My commission is for life**