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**AMENDED AND RESTATED
BYLAWS OF JEFFERSON SQUARE TOWNHOUSE
ASSOCIATION**

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ARTICLE I. PLAN OF TOWNHOUSE OWNERSHIP

Section 1. Townhouse Ownership. The Project is subject to the provisions of Louisiana Revised Statutes 9:1121.101-1124.117, as amended, and known as the "Louisiana Condominium Act".

Section 2. Bylaws Applicability. The provisions of these Bylaws are applicable to the Project.

Section 3. Personal Application. All current or future Owners, tenants, Occupants and their guests, employees, and invitees or any other person that may use the facilities of the Project in any manner, are subject to the Master Deed, Articles, Amended and Restated Bylaws and Rules and Regulations.

The mere acquisition or rental of any Unit(s) of the Project or the mere act of occupancy of any said Unit(s) will signify that these Amended and Restated Bylaws and the provisions of the Master Deed, the Articles and the Rules and Regulations are accepted, ratified, and will be complied with.

ARTICLE II. DEFINITIONS

Section 1. As used in these Amended and Restated Bylaws, the following words, phrases, names, and/or terms have the specified definitions.

- (a) Amended and Restated Bylaws means this document as amended from time to time.
- (b) Articles are the Articles of Incorporation of Jefferson Square Townhouse Association as amended from time to time.
- (c) Association means Jefferson Square Townhouse Association, a Louisiana nonprofit corporation.
- (d) Board of Owner Representatives or Board is the governing body of the Association as provided for in Article IV.
- (e) Council of Co-Owners are the members of Jefferson Square Townhouse Association, which consist of all the Owners.
- (f) Master Deed is that certain Master Deed Creating Horizontal Property Regime recorded in the official records of the Parish of East Baton Rouge on January 4, 1972, at Original 13, Bundle 78120, as amended at Original 923, Bundle 9446 and as amended by amendments to the bylaws recorded at Original 95, Bundle 8257, Original 910, Bundle 528, Original 528, Bundle 10164, Original 209, Bundle 10491, Original 705, Bundle 11292 and Original 334, Bundle, as amended from time to time.
- (g) Occupant means any individual residing in a Unit who is not an Owner, whether or not such individual has leased the Unit. The parent or guardian of an Occupant who has not yet attained the age of eighteen shall be responsible for the action or inaction of such minor Occupant and shall be liable for any fees, fines or assessments levied as a result of such minor child's action or inaction.
- (h) Owner is the record owner or owners in indivision of a Unit, who may be one or more natural persons, firms, corporations, partnerships, limited liability companies, associations or other legal entities capable of holding title to immovable property,

whether one or more persons, which land and buildings, improvements are known as Jefferson Square.

- (i) Project is the land located in the Parish of East Baton Rouge, State of Louisiana, and more particularly described on Exhibit A attached hereto and incorporated herein, and all buildings and improvements located thereon.
- (j) Rules and Regulations are any and all rules, regulations, restrictions, prohibitions or other regulatory devices adopted by the Board, the Council of Co-Owners and/or the Association and governing the use or enjoyment of the Project or any portion of the Project, as amended from time to time.
- (k) Unit means those parts of Jefferson Square that are intended for independent use and occupancy and subject to individual ownership. A Unit shall also include such accessory rights and obligations as are stipulated in the Master Deed, Articles, these Amended & Restated Bylaws and the Rules & Regulations.

ARTICLE III. COUNCIL OF CO-OWNERS

Section 1. **Members.** The Owners shall be members of the Council of Co-Owners.

Section 2. **Voting.** Voting shall be on a percentage basis. The percentage of vote to which the owner is entitled is the percentage assigned to the Units in the Master Deed.

Section 3. **INTENTIONALLY DELETED.**

Section 4. **Proxies.** Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting. Proxies can be held only by an Owner.

Section 5. **Place of Meetings.** Meetings of the Council of Co-Owners shall be held at the club house of the Project or any other suitable place convenient to the Owners as may be designated by the Board of Owner Representatives.

Section 6. **Semi-annual Meetings.** The semi-annual meetings of the Council of Co-Owners shall be held in the second week of January and July. At said meetings the following shall be elected by ballot of the Owners to the Board of Owner Representatives:

One representative for each of the following rows: 1, 3, 5, 7, and one (1) at large representative to be elected in January; and

One representative for each of the following rows: 2, 4, 6, and 8 to be elected in July.

The Owners may also transact other business of the Council of Co-Owners as may properly come before them.

Section 7. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Council of Co-Owners as directed by resolution of the Board of Owner Representatives, or upon a petition signed by the Owners holding one-third (1/3) of the votes and presented to the secretary. The notice of any special meeting shall state the purpose, time, and place of such meeting. No business shall be transacted at a special meeting except as stated in the notice, unless by consent, either in person or by proxy, of four-fifths (4/5) of the Owners present, as determined by the percentages assigned in the Master Deed.

Section 8. **Notice of Meetings.** The secretary has the duty to provide notice of each semi-annual or special meeting to each owner of record at least ten (10), but not more than fifteen (15) days prior to said meeting. Said notice is to include the date, time, location, and purpose of meeting. Mailing of a notice containing the information required by this section via First Class Mail to the Owner at the address provided by the Owner to the Secretary of the Association shall be considered as notice served. It is the duty of the Owner to maintain the Owner's current address with the Secretary.

Section 9. **Adjourned Meetings.** If a quorum is not present to conduct business, the Owners who are present, either in person or by proxy, may cancel the meeting and reconvene not less than forty-eight (48) hours from the time the original meeting was scheduled. At that

meeting, a majority of those present will be sufficient to conduct business.

Section 10. Order of Business. The order of business at all meetings of the Council of Co-Owners shall be in accordance with the agenda set forth in the Notice.

ARTICLE IV. BOARD OF OWNER REPRESENTATIVES

Section 1. Number and Qualifications. The affairs of the Council of Co-Owners shall be governed by a Board of Owner Representatives composed of nine (9) persons, all of whom must be Owners in the Project, who shall be elected as provided for in Article IV, Section 2.

Section 2. Elections. Representatives shall be elected as follows:

Representative #1: by majority vote of Owners in buildings 1, 9, and 10;

Representative #2: by majority vote of Owners in building 2;

Representative #3: by majority vote of Owners in building 3;

Representative #4: by majority vote of Owners in building 4;

Representative #5: by majority vote of Owners in building 5;

Representative #6: by majority vote of Owners in building 6;

Representative #7: by majority vote of Owners in building 7;

Representative #8: by majority vote of Owners in building 8;

Representative #9 (at large): by majority vote of all Owners.

Section 3. Term of Office.

(a) The representatives shall serve a one (1) year term.

(b) The representatives may succeed themselves in office as long as a majority of the electing Owners may desire.

Section 4. Vacancies. If a representative vacancy occurs, a special election shall be arranged for the Owners affected. Said election shall be within 15 days of the vacancy occurrence. If this is not possible, then the election may be held prior to any subsequent meeting of the Board of Owner Representatives, or election may be held at the next meeting of the Board prior to conducting business.

Section 5. Removal of Representative(s).

(a) A majority of the electing townhouse Owners as set forth above may recall and elect another representative at any time without cause. At any duly called regular or special meeting of the Council of Co-Owners, any one or more of the representatives may be removed with or without cause by a majority of the Co-Owners, and a successor may then and there be elected to fill the vacancy thus created. Any representative whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Upon removal of an owner representative by the Council of Co-Owners, the Owners represented by him shall elect another representative.

(b) Any representative absent from three (3) consecutive meetings of the Board of Owner Representatives shall be automatically removed from office.

Section 6. Powers and Duties. The Board of Owner Representatives shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not prohibited by the Master Deed, the Articles, these Amended and Restated Bylaws or by law. The powers of the board shall include, but not be limited to the following:

- (a) Care, upkeep, and surveillance of the Project and the general and limited common elements and facilities.
- (b) Collection of assessments from the Owners, including pursuing any legal action deemed prudent by the Board to facilitate such collection.
- (c) Designation, dismissal, and determination of salary for the personnel necessary to maintain and operate the general and limited common areas and facilities of the Project.
- (d) The Board of Owner Representatives shall keep a detailed account book, in chronological order, of receipts and expenditures affecting the common elements and its administration, specifying the maintenance and repair expenses of the common elements and any other expenses incurred. Both the book and vouchers accrediting the entries shall be available for examination periodically by all Owners. A semi-annual financial statement is to be prepared by the Board of Owner Representatives using a generally accepted format. This semi-annual financial statement is to be distributed to the Owners within a reasonable period of time after completion.
- (e) Prepare and adopt a calendar-year operating budget by the Board of Owner Representatives at the January meeting. Said budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective Owners and include reasonable reserve for repairs, upkeep, and replacement of common elements and contingencies.
- (f) Promulgate Rules and Regulations consistent with these Amended and Restated Bylaws, the Articles, the law, and the Master Deed and pertaining to the use and occupancy of the common elements as may be deemed necessary and proper.
- (g) Prepare a detailed report of accounts and statements of income and expenses for the previous six (6) months, and present same at the semi-annual meeting of the Council of Co-Owners.
- (h) Determine who shall act as legal counsel for the Council of Co-Owners whenever necessary.
- (i) Determine the depository for funds of the Council of Co-Owners.
- (j) All Board actions that are approved must be posted on the bulletin board in the club house in a reasonable amount of time following the approval of the minutes of the meeting at which they were taken.
- (k) Levy and collect fines for failure to comply with the Master Deed, the Articles, these Amended and Restated Bylaws and the Rules and Regulations.
- (l) To take any and all actions necessary to perfect a privilege for unpaid assessments.

Section 7. Personnel. The Board of Owner Representatives may employ for the Council of Co-Owners a full-time resident maintenance person at a compensation established and approved by the board in the operating budget. This maintenance person shall perform all duties and services as specified in a written job description prepared by the board. The Board of Owner Representatives may employ for the Council of Co-Owners, a part-time office manager (encompassing secretary, bookkeeper, and liaison with Owners and lessees). This office manager shall perform such duties and services as specified in a written job description prepared by the Board.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Owner Representatives shall be held on the second Monday of the following month at a convenient place fixed by the representatives at the meeting at which said representatives were elected. Notice to the newly elected representatives shall not be necessary in order to legally constitute said meeting, providing a majority of the whole Board is present.

Section 9. Regular Meetings. Regular meetings of the Board of Owner Representatives may be held, from time to time, at a time and place determined by a majority of the representatives.

At least ten (10) meetings shall be held during each calendar year. Notice of the regular meetings of the Board of Owner Representatives shall be given to each representative personally, by mail, telephone, or telegraph, at least three (3) days prior to the date set for said meeting. Organizational meetings shall be considered regular meetings.

Section 10. Special Meetings. Special meetings of the Board of Owner Representatives may be called by the President by giving three (3) days notice to each representative, either personally or by mail, stating the purpose of said meeting. Special meetings of the Board of Owner Representative shall be called by the President or Secretary in like manner and on like notice upon written request of at least four (4) representatives.

Section 11. Waiver of Notice. Before any meeting of the Board of Owner Representatives, any representative may, in writing, waive notice of said meeting and said waiver shall be deemed equivalent to giving said notice. Attendance by a representative at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all representatives are present at any meeting of the Board, notice shall not be required and any business may be transacted at said meeting.

Section 12. Board of Owner Representatives Quorum. At all meetings of the Board of Owner Representatives, a majority of the representatives shall constitute a quorum for the transaction of business, and the acts of the majority of the representatives present at a meeting at which a quorum is present shall be the acts of the Board of Owner Representatives. If, at any meeting of the Board of Owner Representatives, there is less than a quorum present, the majority of those present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At that meeting, a majority of those present will be sufficient to conduct business.

Section 13. Fidelity Bonds. The Board of Owner Representatives may require any or all officers and/or employees responsible for or handling funds to furnish adequate fidelity bonds. In the event that the Treasurer is not an Owner, the Board of Owner Representative shall require the non-Owner Treasurer to furnish a fidelity bond in an amount deemed appropriate by the Board. The premium(s) on such bond(s) shall be paid by the Council of Co-Owners.

Section 14. Overrule Privilege. The Council of Co-Owners, at a regular or special meeting, can overrule a decision of the Board of Owner Representatives with a vote by the Owners holding two-thirds (2/3) of the total value of all Units in the Project, as shown in the Master Deed.

ARTICLE V. OFFICERS

Section 1. Designation. The principal officers of the Council of Co-Owners shall be elected by and from the Board of Owner Representatives, and shall consist of a President, a Vice President, a Secretary, and a Treasurer. The representatives may appoint an assistant treasurer and assistant secretary, and other officers as, in their judgment, may be necessary. The office of Treasurer may be fulfilled by a financial professional who is not an Owner; provided that a non-Owner Treasurer shall not be able to vote and shall not count in the establishment of a quorum.

Section 2. Election of Officers. The officers of the Council of Co-Owners shall be elected semi-annually at the organization meeting of each new board and shall hold office at the pleasure of the Council of Co-Owners.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the Council of Co-Owners, and following a hearing, any officer may be removed, either with or without cause. His successor may be elected at any regular meeting of the Board of Owner Representatives or at any special meeting called for such purpose.

Section 4. President. The president shall be the chief executive officer of the Council of Co-Owners. He shall preside at all meetings of the Council, of Co-Owners and of the Board of Owner Representatives. He shall have all general powers and duties which are usually vested in the office of president including but not limited to the power to appoint committees from among the Owners as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

Section 5. Vice President. When the president is absent or unable to act, the vice president shall perform the duties of the president. If neither the president nor the vice president is able to act, the Board of Owner Representatives shall appoint another member of the board to do so

on an interim basis. The vice president may also perform other duties as shall be imposed upon him by the Board of Owner Representatives.

Section 6. Secretary. The secretary shall keep the minutes of all meetings of the Board of Owner Representatives and the Council of Co-Owners, shall have charge of books and papers as the Board of Owner Representatives may direct and shall perform all duties incident to the office of secretary.

Section 7. Treasurer. The treasurer shall have the responsibility for Council of Co-owner funds and securities and shall be responsible for keeping a full and accurate record of accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. The treasurer shall also be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Council of Co-Owners in such depositories as may be designated by the Board of Owner Representatives. The treasurer may be an Owner or a financial professional who is not an Owner.

ARTICLE VI. LIMITATION OF LIABILITY

Section 1. Representative and Officer Indemnification and Limitation of Liability. The officers and members of the Board of Owner Representatives shall not be liable to the Association, the Council of Co-Owners or any Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Owner Representatives on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Louisiana Condominium Act, the Master Deed, the Articles or these Amended and Restated Bylaws, except to the extent that such liability is covered by directors and officers liability insurance. Officers and members of the Board of Owner Representatives shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Owner (only as it relates to all other Owners in the Project) arising out of any contract made by the officers or Board of Owner Representatives, or out of the aforesaid indemnity in favor of the members of the Board of Owner Representatives or officers, or for damages as a result of injuries arising in connection with the common elements solely by virtue of his ownership of a percentage interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by his percentage interest in the Association. Every agreement made by the officers or the Board of Owner Representatives on behalf of the Association, shall, if obtainable, provide that the officers or the members of the Board of Owner Representatives, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to the total liability thereunder multiplied by his percentage interest.

Section 2. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a common expense, or for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort, arising from the making of repairs or improvements to the common elements or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE VII. OBLIGATIONS OF OWNERS

Section 1. Assessments and Fees

(a) All Owners are obligated to pay monthly maintenance fees imposed by the Council of Co-Owners to meet all common expenses. Such maintenance fees shall include monthly payments to a general operating reserve and a reserve fund for replacements as required. Fees based upon the annual budget shall be prorated and paid monthly. The monthly maintenance fee is due on the first day of each month.

(b) All Owners are obligated to pay a pro rata assessment according to the value of the Unit owned, as stipulated in the Master Deed, to cover liability, fire, extended coverage, and other peril insurance premium. Payments of all assessments shall be made in accordance with the adopting resolution.

(c) **Special Assessments.** The Board of Owner Representatives may, by majority vote, levy special assessments against one or more Owners in accordance with the Master Deed and these Amended and Restated Bylaws. Provided, however, that no special assessment, other than those authorized in Subsection (d) below and in Article VIII, Section 1, Subsections (a) and (d), shall be valid and enforceable until such assessment is ratified Owners holding at least fifty-one percent (51%) voting interests via a vote held at a special meeting called for that purpose or via a written consent which describes the purpose and amount of the assessment.

(d) **Fines.** If an Owner, Occupant or an invitee of an Owner or Occupant violates any provision of the Master Deed, Articles, these Amended & Restated Bylaws or the Rules and Regulations, then a fine shall be levied against the Owner and Occupant, in solido, in accordance with the following schedule:

First violation in 12 months:	\$25.00
Second violation in 12 months:	\$50.00
Third and subsequent violations in 12 months	\$100.00 each
Failure of Owner/landlord to provide the Board with a copy of an executed lease that complies with the requirements of the Master Deed and these Amended & Restated Bylaws	\$100.00/month
Making exterior alterations without Board approval:	\$100.00/month until Board approval or until restored to original condition
First violation of pool usage rules in 12 months:	\$50.00
Second violation of pool usage rules in 12 months:	\$100.00
Third and subsequent violations of pool usage rules in 12 months:	\$150.00 each

Each fine shall be considered a special assessment and a charge on the Unit. As to the fines authorized by this Subsection (d), the adoption of these Bylaws shall constitute the majority vote of the Board required to levy a special assessment. The President or Secretary shall provide written notice to the Owner and/or the Occupant stating the date and nature of the violation, the amount of the fine and the date payment is due. Other than the notice herein described, no other action shall be required to levy a fine.

(e) **Late Fee.** If any assessment, maintenance assessment, insurance assessment, special assessment, fine or other payment due to the Association is not paid by 5:00 p.m. on the fourteenth day following the due date (i.e. if payment is due on the 1st, the late fee applies if payment is not received by 5:00 p.m. on the 15th), then a late fee in the amount of twenty-five dollars (\$25.00) will be added to the sums due. Additional twenty-five dollar (\$25.00) late fees will be added to the sums due each calendar month until all delinquent sums, including late fees and NSF fees, are paid in full.

(f) **NSF Fee.** If any payment to the Association is returned for lack of sufficient funds, then an NSF fee of twenty-five dollars (\$25.00) shall be added to the sum due. The Board may require future payments to be made via certified check or money order.

(g) Any Owner who becomes more than thirty (30) days delinquent in payment of any assessment may be subjected to discontinuance of water service and/or cable service upon a majority vote of the Board of Owner Representatives in the name of the Council of Co-Owners of Jefferson Square until such amounts, including all late fees and expenses incurred in collection are paid in full.

(h) All assessments, maintenance assessments, insurance assessments, special assessments, fines, late fees, NSF fees and other payments due to the Association, plus any and all court costs, witness fees, discovery costs, attorneys' fees and other expenses incurred by the Board in collecting the above described assessments and charges are secured by the privilege described in La R.S. 9:1123.115.

Section 2. Maintenance and Repair.

(a) Every Owner must perform promptly all maintenance and repair work within his own Unit, which, if neglected, would affect the Project in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All repairs of internal installations of a Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Unit shall be at the Owner's expense.

(c) Any structural modification(s) made by an Owner that results in damage to his Unit(s) or adjoining Unit(s), makes the Owner responsible for any and all interior and exterior repairs needed to restore all damaged Unit(s) to original condition.

(d) The Board shall contract for the maintenance and repair of general common elements (as defined by the Master Deed).

Section 3. Use of Family Units.

(a) All Units shall be utilized for residential purposes only.

Section 4. Use of Common and Restricted Areas and Facilities.

(a) An Owner or Occupant shall not place, or cause to be placed, in any of the drives, walks, and other Project areas and facilities of a similar nature, any trash, furniture, packages, or objects of any kind. Such areas shall only be used for normal transit through them, except as may be otherwise provided by the Board of Owner Representatives.

Section 5. Right of Entry.

(a) Each Owner hereby grants the right of entry to the maintenance person, or to any representative of the Board or officer of the Council of Co-Owners, in case of any emergency originating in or threatening his Unit, whether the owner is present at the time or not.

(b) The Board, its agents, contractors, designees and employees may access and enter the Units, common elements and limited common elements for the limited purpose of fulfilling its duty to maintain and repair common elements.

Section 6. Rules of Conduct.

(a) No Owner, Occupant, resident or lessee of the Project shall post any advertisements, or posters of any kind in or on the Project except as authorized by the Board of Owner Representatives.

(b) Accumulation of garbage and trash is prohibited within the carport or patio area, except as provided by the Board of Owner Representatives. Excess garbage may be removed by the Board at the expense of the Owner.

(c) Owner, Occupant, resident, or lessee shall not install wiring for electrical or telephone installation, television antennae, machines, or air conditioning Units, etc., on the exterior of the Project, or install or attach any item that may protrude through the walls or the roof of the Project except as authorized by the Board of Owner Representatives.

Section 7. Should it be necessary, at any time, for the Board of Owner Representatives to take action against any individual Owner(s) for the collection of common areas service

fee(s), maintenance assessment(s), insurance assessment(s), special assessments or fine(s) or to enforce the provisions of the Master Deed, Articles, Amended and Restated Bylaws or Rules and Regulations, it shall do so through the Council of Co-Owners on authority issued by majority vote of the Board of Owner Representatives. The individual Owner(s) against whom such action is taken shall be liable to the Council of Co-Owners for reasonable attorneys' fees and court costs, witness fees, discovery costs, legal expenses, late fees or penalties and legal interest as may be incurred and made necessary by such action. This provision shall in no way limit the rights and privileges granted to the Association under LA R.S. 9:1121.107, et seq.

ARTICLE VIII. RENTAL OF UNITS

Section 1. In order to promote a harmonious community relationship within Jefferson Square, with resultant lower costs of maintenance upkeep and greater security for all residents, and to promote compliance with the Master Deed by all Owners, the following rules are hereby established.

(a) No Owner who does not occupy any portion of his Unit shall allow any portion of his Unit to be occupied by any person except pursuant to a written lease with a term of at least one (1) year. For Units containing multiple family units, a written lease with a term of at least one (1) year is required for any family unit within the Unit not occupied by the Owner. The lease shall contain a reference to the Master Deed, Articles, these Amended and Restated Bylaws, and the Rules and Regulations. The lease shall specifically list the Fine Schedule and explain the Occupant's responsibility for the fines. The lease shall contain a statement to be signed by the Occupant(s) that each Occupant agrees to abide by the provisions of the listed documents as such documents may be amended from time to time. A copy of the executed lease shall be delivered and registered with the Board of Owner Representatives through its secretary or president or other designated representative. Said lease must be received by the association within thirty (30) days after lease has been signed by lessor and lessee or after the Lessee has commenced occupancy, whichever is sooner. Failure to comply with any requirement in this Section will cause a penalty of \$100.00 per month until such requirement is fulfilled. This penalty shall be considered a special assessment.

(b) Non-resident Owners shall furnish a copy of the Master Deed to lessees. The Owner shall be responsible for compliance with the Master Deed, the Articles, these Amended and Restated Bylaws and the Rules and Regulations by the lessee.

(c) Occupancy of leased Units shall be limited as follows:

One bedroom:	3 occupants
Two bedroom:	4 occupants
Three bedroom:	6 occupants

For Units 1, 15 and 26, this occupancy restriction shall apply to each family unit within such Unit.

(d) Unit 1 contains two family units and Units 15 and 26 each contain four family units. These Units require additional services from the Association when family units within such Units are leased. Thus, effective April 1, 2009, when any space within Unit 1 is leased, the Owner of the Unit containing the leased space, shall pay a monthly special assessment equal to fourteen (14%) percent of the monthly maintenance assessment for his Unit for each month that any portion of his Unit is leased. Effective April 1, 2009, when any space within 15 or 26 is leased, the Owner of the Unit containing the leased space, shall pay a monthly special assessment equal to forty (40%) percent of the monthly maintenance assessment for his Unit for each month that any portion of his Unit is leased. No additional action by the Board is needed to levy the special assessment described in this section. This monthly special assessment is in addition to maintenance assessments, insurance assessments and other assessments described herein. The special assessment described in this section shall be due on the first of each month commencing the first month or partial month in which the Unit is leased and shall terminate the month after all portions of the Unit cease to be occupied by a lessee. This special assessment shall not be prorated or reduced to account for a Unit being occupied for only a portion of the month nor shall it be prorated or reduced to account for occupancy of less than all the rentable space within a Unit. If a lease commences after the first of the month, then the Owners shall remit the full amount of this special assessment on the day the lease commences. Notwithstanding the forgoing, the monthly special assessment described herein shall not apply if all family units within the Unit is leased to and occupied by the parent(s), child(ren) or sibling(s) of

an Owner, provided that the Owner provides proof of the relationship in a form satisfactory to the Board.

(e) Each lease shall list the full name and date of birth of each lessee and each Occupant. Any Occupant who is at least eighteen (18) years of age shall sign the acknowledgment of the applicability of the Master Deed, Articles, these Amended and Restated Bylaws and the Rules and Regulations. The Owner shall notify the Board within thirty (30) days of any change in occupancy.

ARTICLE IX.

AMENDMENTS TO PLAN OF HORIZONTAL PROPERTY OWNERSHIP

Section 1. **Bylaws.** These Bylaws may be amended by the Council of Co-Owners in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least two-thirds (2/3) of the total value of all units in the Project as shown in the Master Deed, as set forth in numbers (5) and (8) of the Master Deed. No such modification may be operative until it is recorded in the same office and in the same manner as was the Master Deed and these original Bylaws.

ARTICLE X. INSURANCE

Section 1. The Council of Co-Owners will maintain property insurance on the common elements and Units, including fixtures, improvements and alterations that are a part of the building or structure. This property insurance will include coverage for appliances such as those used in refrigerating, ventilating, cooking, dishwashing, laundering, security and/or housekeeping. This master policy will also include comprehensive general liability insurance. Policy proceeds for the replacement of damaged property will be placed in trust, used first for the restoration of the property, with any surplus distributed to the Owners and lien holders as specified in Item 20 of the Master Deed. Nothing herein shall modify the procedures set forth in the Master Deed, Item 20 in the event of an election of Owners not to rebuild. Owners are encouraged to secure insurance policies covering personal liability, as well as the contents in their Units. The Council of Co-Owners does not provide owner's title insurance, and, if same is desired, must be purchased by the owner.

Section 2. The Council of Co-Owners shall maintain, as a common expense, errors and omissions and/or director's liability insurance coverage in such amounts as deemed sufficient by the Board.

ARTICLE XI. MORTGAGES

Section 1. **Notice of Unpaid Assessments.** The Board shall, at the request of a mortgagee of a Unit, report any unpaid assessment(s) due from the owner of such Unit.

ARTICLE XII. COMPLIANCE

These Amended and Restated Bylaws are set forth to comply with the requirements of the Louisiana Condominium Act (Revised Statute 9:1121 et seq.) In the event any of these Amended and Restated Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XIII. MISCELLANEOUS

Section 1. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Amended and Restated Bylaws or the intent of any provision thereof.

Section 2. **Gender.** The use of the masculine gender in these Amended and Restated Bylaws should be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 3. **Severability.** The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word or other provision of these Amended and Restated Bylaws shall not affect the validity of the remaining portions thereto.

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EXHIBIT "A"

LEGAL DESCRIPTION

ITEM ONE. One (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision known as INNISWOLD ESTATES, and being designated on the official plan of said subdivision prepared by Thomas C. Allen, Surveyor, dated November 27, 1941, a copy of which is on file and of record in Plan Book 9, Page 58 of the official records of the office of the Clerk and Recorder of this Parish and State, as LOT TEN, said INNISWOLD ESTATES, said lot measuring Two Hundred (200) feet front on Jefferson Highway by a depth of Nine Hundred Ninety (990) feet, more or less, on its eastern sideline and a depth of One Thousand Six (1006) feet, more or less, on its western sideline and measuring Two Hundred (200) feet across the rear.

ITEM TWO. A certain parcel of ground together with all the buildings and improvements thereon located about eight (8) miles east of the City of Baton Rouge, on the North side of Jefferson Highway in Ward Nine (9) of said parish, and in that subdivision known as INNISWOLD ESTATES, which is located in Sections Seventy (70) and One Hundred (100), T-7-S, R-1-E, being the west one-half (W-1/2) of Lot Number 11 of said subdivision, and having a front of One Hundred (100) feet on the Jefferson Highway by a depth of approximately One Thousand (1000) feet between parallel lines, all of which will appear from a plat of survey of said subdivision made by L. Q. Huey, C.E., in April, 1933.

Said Items One and Two is evidenced by Act of Sale dated September 22, 1971, and duly recorded on November 16, 1971, as Original 45, Bundle 7770, official records of the Parish of East Baton Rouge, State of Louisiana.

ITEM THREE. One (1) certain lot or parcel of ground together with all the buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision known as JEFFERSON HEIGHTS, and being designated on the official map thereof made by John I. McCain, C.E., dated March 20, 1955, and filed as Original 60, Bundle 3525 of the official records of the Parish of East Baton Rouge, Louisiana, as LOT NUMBER ONE (1), said Jefferson Heights Subdivision, said lot measuring Ninety (90) feet front on the west side of Bea Drive, by a depth on its southerly side of One Hundred Thirty and 10/100 (130.10) feet and by a depth of One Hundred Twenty-Eight and 3/10 (128.3) feet and having a width across the rear of Seventy and 63/100 (70.63) feet.

Said Item Three is evidenced by Act of Sale dated December 27, 1971, and duly recorded on December 28, 1971, as Original 7, Bundle 7806 of the official records of the Parish of East Baton Rouge, Louisiana.

Said Items One, Two and Three being resubdivided into lots numbered 1 through 79 both inclusive, and the common areas as shown on map of resubdivision entitled "Final Plat of Jefferson Square, Being Lot 10 and One-Half of Lot 11, Inniswold Estates, and Lot 1 of Jefferson Heights Subdivision Located in Section 70, T-7-S, R-2-E, Greensburg Land District of Louisiana, East Baton Rouge Parish, Louisiana for Jefferson Square Corporation."

CERTIFICATE OF SECRETARY

The undersigned Secretary of Jefferson Square Townhouse Association (the "Association") does hereby certify that the foregoing eleven (11) pages constitute a true and correct copy of the Amended and Restated Bylaws of Jefferson Square Townhouse Association adopted by the Council of Co-Owners of the Association on March 12, 2009.

IN WITNESS WHEREOF, I have subscribed my official signature as Secretary of the Association on this, the 23rd day of March, 2009.

Michael A. Simms

Michael A. Simms, Secretary



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**AMENDMENT TO THE BYLAWS OF
JEFFERSON SQUARE HOMEOWNERS ASSOCIATION**

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DUNWELBORN
CLERK OF COURT AND RECORDER

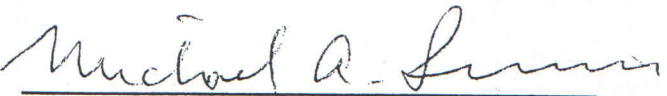
I, Michael A. Simms, Secretary of the Jefferson Square Homeowners Association Board of Owner Representatives, do hereby certify the following Amendment to the Bylaws of Jefferson Square Homeowners Association dated 11-28-2001 and filed with the Clerk of Court and *ex officio* Recorder of the parish of East Baton Rouge as Original 705, Bundle 11292, pursuant to ARTICLE VIII, Amendments to Plan of Horizontal Property Ownership, Section 1, Bylaws, therein, was duly adopted:

ARTICLE VI. OBLIGATIONS OF OWNERS

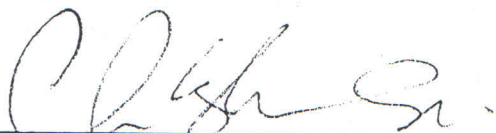
Section 1. Assessments and Fees

(a) All co-owners are obligated to pay monthly maintenance fees imposed by the Council of Co-owners to meet all common expenses. Such maintenance fees shall include monthly payments to a general operating reserve and a reserve fund for replacements as required. Fees based upon the annual budget shall be prorated and paid monthly. The monthly maintenance fee is due on the first day of each month. A late charge in the amount of twenty-five dollars (\$25.00) will be added to any maintenance fee not received by the Homeowner's Association by the fifteenth day of the month.

Adopted on July 10, 2008, at Baton Rouge, Louisiana, by the Council of Co-Owners of JEFFERSON SQUARE at its regular meeting held this date, by a vote of approval by at least two-thirds of the Unit voting power, a quorum having been present to undertake business.



Michael A. Simms Secretary

Attest: 

Chris B. Moran, Sr. President