

ORIG 13 BDL:7812

MASTER DEED CREATING HORIZONTAL
PROPERTY REGIME OF JEFFERSON SQUARE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 27th day of December, 1971, before me the under-
 signed notary public personally came and appeared JEFFERSON SQUARE CORPORATION,
 a Louisiana corporation domiciled in the City of Baton Rouge, Parish of East
 Baton Rouge, State of Louisiana, herein represented by Milton J. Womack, duly
 authorized to act in these premises as per the attached extract of minutes
 of the Board of Directors of Jefferson Square Corporation, hereinafter called
 GRANTOR, whose permanent mailing address is declared to be 660 Laurel Street,
 Baton Rouge, Louisiana 70801, and who declared that the corporation does
 hereby take advantage of the provisions of the Horizontal Property Act
 (Louisiana Revised Statutes Title 9, Sections 1121-1142), and does hereby
 establish this Deed pursuant to said provisions as follows:

(1) Grantor owns the following described property:

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 there-
 unto 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 (10), 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
 Eleven (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.

Plane in Agreement in Condominium Book I

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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.

(2) All of the above described property is hereby 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, a Townhouse Development, 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"

dated December 16, 1971, made by Edward E. Evans, C.E., which is attached hereto as Exhibit "C" and made a part hereof, which was approved by the Planning Commission of the Parish of East Baton Rouge, Louisiana, on the 20th day of December, 1971.

(3) The designation "townhouse" in this Deed is intended to mean and has the same definition as the term "apartment" in the Horizontal Property Act.

(4) Grantor will construct on the parcel of land described above a project known as JEFFERSON SQUARE, according to the plans attached hereto as Exhibit "A".

(5) The project consists of twelve (12) buildings as shown on the plans (Sheet #1) and are numbered 1 through 12 thereon.

- Building #1 consists of eight (8) townhouse units located on Lots #2 through #9.
- Building #2 consists of eleven (11) townhouse units located on Lots #10 through #20.
- Building #3 consists of eleven (11) townhouse units located on Lots #21 through #31.
- Building #4 consists of ten (10) townhouse units located on Lots #32 through #41.
- Building #5 consists of four (4) townhouse units located on Lots #42 through #45.
- Building #6 consists of eleven (11) townhouse units located on Lots #46 through #56.
- Building #7 consists of eleven (11) townhouse units located on Lots #57 through #67.
- Building #8 consists of eleven (11) townhouse units located on Lots #68 through #78.
- Building #9 consists of one (1) townhouse unit located on Lot #79.
- Building #10 consists of one (1) townhouse unit located on Lot #1.
- Building #11 consists of a clubhouse, an office, a laundry and living quarters, and is a part of the general common elements.
- Building #12 consists of a maintenance and storage unit which is a general common element.

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There are nine (9) different models of townhouse units with variations of each. The different models are as follows:

Model 18
Model 20A
Model 20B
Model 22
Model 24
Model 23
Model 36
Model 39
Model 66

The models are described as follows:

Model 18 consists of an entry, living room-dining room, kitchen, two halls, two bedrooms, one bathroom, one powder room and a double carport.

Variations of Model include 18-1, 18-3, 18-4, containing 1290 sq. feet, and 18-2 containing 1256 sq. feet. Square footage does not include carports.

Model 20A consists of entry, living room-dining room, kitchen, two halls, two bedrooms, one bath, two lavatories, one powder room, utility room, and a double carport.

Variations of Model 20A are 20A-1 and 20A-4, containing 1498 sq. feet, 20A-2 and 20A-3 and 20A-5, containing 1520 sq. feet. Square footage does not include carports.

Model 20B consists of an entry, living room, dining room, kitchen, two halls, two bedrooms, one bath, two lavatories, one powder room and a double carport.

Variations of Model 20B are 20B-1, 20B-2 and 20B-4, containing 1430 sq. feet and 20B-3 containing 1370 sq. feet.

Model 22 consists of an entry, living room, dining room, kitchen, two halls, three bedrooms, two bathrooms, one powder room, utility room, and a double carport.

Variations of Model 22 are 22-1 and 22-3 containing 1687 sq. feet, and 22-2 containing 1731 sq. feet. Square footage does not include the carports.

Model 24 consists of an entry, living room, dining room, kitchen, two halls, three bedrooms, two bathrooms, one powder room, utility room and a double carport.

Variations of Model 24 are 24-1 and 24-4 containing 1920 sq. feet, and 24-2 and 24-3 containing 1872 sq. feet. Square footage does not include carports.

Model 23 consists of two family units, each containing an entry, living room-dining room, kitchen, one bathroom, one bedroom and contains a total of six (6) carport spaces. The total square footage is 1948 sq. feet, not including carports.

Model 36 consists of two family units, each consisting of an entry, living room-dining room, kitchen, two halls, two bedrooms, one bath, and a total of four (4) carport spaces. The total square footage is 2668 sq. feet, not including carport areas.

Model 39 consists of four family units, each consisting of an entry, living room-dining room, kitchen, one hall, one bedroom, one bathroom and four (4) carport spaces. There is a total square footage of 3512 sq. feet, not including carport areas.

Model 66 (Building #9 on Lot #79) consists of an entry, living room, dining room, kitchen, one hall, three bedrooms, two bathrooms, utility room, and a double carport. The total square footage is 2285 sq. feet including the carport.

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Each townhouse shall bear the number of the lot upon which it is located. The number of each townhouse and the lot upon which it is located and the model and variation of each is as follows:

<u>TOWNHOUSE AND LOT</u>	<u>MODEL</u>	<u>VARIATION</u>	<u>TOWNHOUSE AND LOT</u>	<u>MODEL</u>	<u>VARIATION</u>
1	23	-	41	36	-
2	24	2	42	24	2
3	24	1	43	24	4
4	18	1	44	24	1
5	20B	2	45	24	3
6	20B	1	46	20B	4
7	18	2	47	20B	3
8	24	4	48	20B	2
9	24	3	49	22	2
10	18	1	50	22	1
11	20A	2	51	24	1
12	20A	1	52	22	1
13	20A	3	53	20B	1
14	18	2	54	20B	2
15	39	-	55	20B	3
16	18	2	56	20B	4
17	20A	3	57	20A	5
18	20A	1	58	20A	2
19	20A	2	59	20A	3
20	22	3	60	22	2
21	22	3	61	22	1
22	20A	2	62	24	1
23	20A	1	63	22	1
24	20A	3	64	20A	5
25	18	2	65	20A	4
26	39	-	66	20A	2
27	18	2	67	20A	5
28	20A	3	68	20A	5
29	20A	1	69	20A	2
30	20A	2	70	20A	3
31	18	1	71	22	2
32	24	3	72	22	1
33	20B	2	73	24	1
34	18	3	74	22	1
35	18	4	75	20A	5
36	36	-	76	20A	4
37	24	3	77	20A	2
38	20B	2	78	20A	5
39	18	3	79	66	-
40	18	4			

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(6) General common elements are that portion of the project not reserved for the exclusive use of individual townhouse owners, but are for the use and benefit of all townhouse owners in the project and include:

- (a) The parcels of land described in (1) of this Deed except those portions thereof upon which each townhouse is situated, the carport, and the area between the townhouse and the carport.
- (b) The buildings numbered 11 and 12 on the plans.
- (c) The swimming pool and surrounding area.
- (d) Eight covered parking spaces shown on the main plans adjacent to building #12.
- (e) The main drives and the walkways not included within the carports and court yards between the carport and townhouse.
- (f) All the uncovered parking area, landscaping and playgrounds.
- (g) The television and other communications systems.
- (h) The water system between the meter and the cut off valve and

including the cut off valve of each townhouse. The management or its representative as provided by the Council of Co-Owners shall have access to the cut off valve at all times.

- (i) The gas system from the meter.
- (j) The sanitary sewer system from the individual townhouse unit to the public collection lines excluding that portion exclusively servicing an individual townhouse.
- (k) All the drainage systems including gutters and downspouts.
- (l) The exterior lighting except that the carport lights shall be considered common elements for maintenance purposes.
- (m) The foundations, main walls, roofs, communication ways, and all other elements of the buildings rationally of common use or necessary to its existence, upkeep and safety.

(7) Limited common elements includes that portion of each lot of Jefferson Square upon which a townhouse is built and includes the carport and the portion of the lot between the townhouse and the carport, all of which is restricted to the exclusive use of the owner of the townhouse to which it appertains.

(8) The title and interest of each owner of a townhouse in and to the common elements listed in Number 6 and the proportionate share in the profits and common expenses in the common elements as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners of JEFFERSON SQUARE is based on the proportionate value of each townhouse to the total value of the property as a whole as follows:

<u>Townhouse Model</u>	<u>Fraction</u>	<u>Percent</u>
18	.010	1.0%
20A	.012	1.2%
20B	.011	1.1%
22	.013	1.3%
24	.014	1.4%
23	.016	1.6%
36	.019	1.9%
39	.026	2.6%
66	.016	1.6%

(9) The administration of JEFFERSON SQUARE shall be in accordance with the provisions of this Deed and with the provisions of the Bylaws which are made a part of this Deed and are attached hereto as Exhibit "B" and shall be subject to such rules and regulations as may be established by a majority of the Council of Co-Owners which are not inconsistent with the Deed.

(10) As appears from the plan of townhouse ownership described above, it is the intention of grantor to establish and he does hereby establish a horizontal property regime, taking full advantage of the provisions of Louisiana Revised Statutes Title 9, Sections 1121-1142, whereby all townhouses as shown in the plan may be conveyed and recorded as individual properties capable of independent use. Each townhouse owner shall have an exclusive and particular ownership right over his respective townhouse and, in addition,

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shall have the above specified undivided ownership interest in the general common elements and the limited common elements.

(11) The common elements, both general and limited, shall remain undivided and no owner shall bring any action for partition or division thereof.

(12) The percentage of the undivided interest in the general and limited common elements established herein shall not be changed except with the unanimous consent of all of the owners expressed in amendment to this Deed duly recorded.

(13) The undivided interest in the general and limited common elements shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

(14) Each owner shall comply with the provisions of this Deed, the Bylaws, decisions and resolutions of the Council of Co-Owners or its representative, and the regulations, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

(15) The dedication and submission of the property to the plan of Townhouse Unit Ownership (i.e., the horizontal property regime) herein provided for shall not be revoked unless all of the owners and the mortgages secured by mortgages on any of the townhouses of Jefferson Square unanimously agreed to such revocation or amendment.

(16) The Co-Owners of the townhouses are bound to contribute pro rata, in the percentages computed according to the schedule in number (8), toward the expenses of administration, maintenance and repair of the general common elements, and, in the proper case, of the limited common elements, of the building, and toward any other expense lawfully agreed upon.

No Co-Owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the common elements or by abandonment of the apartment belonging to him.

(17) Upon the sale or conveyance of a townhouse, all unpaid assessments against a Co-Owner for his pro rata share in the expenses to which number (16) refers shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except the following:

1. Assessments, liens, and charges for taxes past due and unpaid on the apartment; and
2. Payments due under mortgage instruments of encumbrance duly recorded.

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The purchaser of an apartment shall be jointly and severally liable with the seller for the amounts owing by the latter under number (16) up to the time of the conveyance, without prejudice to the purchaser's right to recover from the other party the amounts paid by him as such joint debtor.

(18) The horizontal property regime must maintain fire, extended coverage, and other peril insurance upon the premises in no less amount than the appraised cost of replacement of the premises. The reference appraisal shall be performed at the time of recording the master deed and at least every five years thereafter. Nothing in this section shall prejudice the right of each Co-Owner to insure the townhouse on his account and for his own benefit.

(19) Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Council of Co-Owners; and such payments shall be held in a separate escrow account of the Council of Co-Owners and used solely for the payment of the blanket property insurance premiums as such premiums become due.

(20) In case of fire or any other disaster the insurance indemnity shall, except as provided in the next succeeding paragraph of this section, be applied to reconstruct the building.

Reconstruction shall not be compulsory where it comprises the whole or more than two-thirds of the value of all of the buildings. In such cases, and unless otherwise unanimously agreed upon by the Co-Owners, the indemnity shall be delivered pro rata to the Co-Owners entitled to it in accordance with the Bylaws or in accordance with a decision of three-fourths of the Co-Owners if there is no Bylaw provision.

Should it be proper to proceed with the reconstruction, the provisions in the Bylaws shall be observed, or in lieu thereof, the decision of the Council of Co-Owners shall prevail.

THUS DONE, READ AND PASSED at my office in Baton Rouge, Louisiana, Parish of East Baton Rouge, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on the date first above written.

WITNESSES:

JEFFERSON SQUARE CORPORATION

Natalie M. Pasoull

BY: Milton J. Womack
Milton J. Womack

Harvey M. Johnson III

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KIZER, CANGELOSI, SANFORD & MOSELY
BATON ROUGE, LOUISIANA

Harvey M. Johnson III
NOTARY PUBLIC

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MEETING OF THE BOARD OF DIRECTORS OF
JEFFERSON SQUARE CORPORATION
HELD AT THE OFFICE OF THE CORPORATION
IN THE CITY OF BATON ROUGE, LOUISIANA
THE 20th DAY OF DECEMBER, 1971.

BE IT RESOLVED, by the Board of Directors of JEFFERSON SQUARE CORPORATION a corporation organized and existing under and by virtue of the laws of the State of Louisiana, and domiciled in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, that MILTON J. WOMACK or THOMAS J. HAMPTON be and each is hereby authorized and empowered for and in behalf of this corporation in its name and as its act and deed, to purchase or otherwise acquire for such considerations and upon such terms and conditions as to him may seem best, any property, movable or immovable, lands, mineral leases, mineral rights, mineral royalty rights, real estate, personal property, and any other property whatsoever; and for and in behalf of this corporation in its name and as its act and deed for such considerations and upon such terms and conditions as to him or her may seem best, to sell, grant servitudes, dedicate rights of way, dedicate areas for common usage, establish horizontal property regimes in accordance with the provisions of R.S. 9:1121 et seq., assign, mortgage, borrow money and secure the same by mortgage, release, or otherwise dispose of any property, movable or immovable, lands, mineral rights, mineral royalty rights, real estate, personal property, or any other property whatsoever, belonging to this corporation, to receive the consideration therefor, and to receipt for the same, and to sign, execute and deliver any deeds, releases, assignments, leases, mortgages or other documents that may be necessary or proper in the disposition of or mortgaging such property, to enter into, sign and execute contracts for the drilling or re-working of wells in search of oil, gas or other minerals or for any and all other purposes, and that all the said Milton J. Womack or Thomas J. Hampton may do or cause to be done by virtue of this resolution shall be the act and deed of this corporation and binding thereon.

C E R T I F I C A T E

I, Ruth Felps, certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of Jefferson Square Corporation at its meeting held at its domicile on the 20th day of December, 1971, at which meeting all Directors were present and all of whom voted unanimously in favor of the adoption of said resolution.

Witness my official signature at Baton Rouge, Louisiana, this 20th day of December, 1971.


Ruth Felps, Secretary

Exhibit "A"

See

Condominium Book I
Page I
original 13 Bundle 7812

Recorded - January 4, 1972

BYLAWS OF JEFFERSON SQUARE

ARTICLE I. Plan of Townhouse Ownership

Section 1. Townhouse Ownership. The project located at 10101 Jefferson Highway, Parish of East Baton Rouge, State of Louisiana, known as "JEFFERSON SQUARE" is submitted to the provisions of R. S. 9:1142 of the Louisiana Revised Statutes, as amended, known as the Horizontal Property Act.

Section 2. Bylaws Applicability. The provisions of these Bylaws are applicable to the project. (The term "project" as used herein shall include the land, and improvements thereon.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws and to the rules and regulations established by the Council of Co-Owners pursuant to these Bylaws and the Master Deed.

The mere acquisition or rental of any of the townhouse units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these Bylaws and the provisions of the Regulatory Agreement are accepted, ratified, and will be complied with.

ARTICLE II. Voting, Majority of Owners, Quorum, Proxies

Section 1. Voting. Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the townhouse unit or units in the Master Deed.

Section 2. Majority of Owners. As used in these Bylaws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the Master Deed.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting, on a form to be provided by the Board of Owner Representatives.

ARTICLE III. Administration

Section 1. Association Responsibilities. The Co-Owners of the townhouses situated in Jefferson Square shall constitute the "Council of Co-Owners" which will have the responsibility of administering the project, approving the annual budget as set forth in Article IV, Section 3(e), establishing and collecting monthly assessments and arranging for the management of the project and may adopt rules and regulations relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Board of Owner Representatives provided for in Article IV shall require approval by a majority of Co-Owners.

Section 2. Place of Meetings. Meetings of the Council of Co-Owners shall be held at the club house of the project or such other suitable place convenient to the owners as may be designated by the Board of Owner Representatives.

Section 3. Annual Meetings. The first annual meeting of the Council of Co-Owners shall be held on the first Monday in June, 1972, at 7:00 o'clock, P.M. Thereafter, the semi-annual meetings of the Council of Co-Owners shall be held on the first Monday of December and the first Monday of June each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Owner Representatives. The owners may also transact such other business of the Council of Co-Owners as may properly come before them.

Section 4. 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 Representative for upon a petition signed by one-third (1/3) of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each semi-annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 10, but not more than 15 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all regular semi-annual meetings of the Council of Co-Owners of units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of owner representatives.
- (g) Election of officers.
- (h) Unfinished business.
- (i) New business.

The order of business at special meetings shall be in accordance with the agenda set forth in the notice.

ARTICLE IV. Board of Owner Representatives

Section 1. Number and Qualification. The affairs of the Council of Co-Owners shall be governed by a Board of Owner Representatives composed of eight (8) persons, all of whom must be owners of units in the project, who shall be elected by members as follows:

Representative #1 shall be elected by a majority of the owners of townhouses in buildings 1, 9, and 10. Representative #2 shall be elected by a majority vote of owners of townhouses in building 2. Representative #3 shall be elected by a majority vote of the owners of townhouses in building 3. Representative #4 and #5 shall be elected a majority vote of owners of townhouses in buildings 4 and 5. Representative #6 shall be elected by a majority vote of owners of townhouses in building 6. Representative #7 shall be elected by a majority vote of owners of townhouses in building 7. Representative #8 shall be elected by a majority vote of owners of townhouses in building 8.

The Board members elected as above indicated shall represent the owners electing them, and the Board of Owner Representatives shall perform the administrative functions of the Council of Co-Owners as herein set forth. The representatives shall be elected at each regular semi-annual meeting and may succeed themselves in office as long as a majority of the electing owners may desire.

If a vacancy shall occur in the Representative position for any building as above indicated, a special election shall be arranged by the Board for the owners affected within 15 days of the occurrence but prior to any subsequent meeting of the Board of Owner Representatives, or may be held at the next meeting of the Board prior to the conducting of any business.

A majority of the townhouse owners of the buildings electing representatives as set forth above may recall and elect another representative at any time without cause.

LAW OFFICES

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BATON ROUGE, LOUISIANA

Section 2. Powers and Duties. The Board of Owner Representatives shall have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these Bylaws or by resolution of the Council of Co-Owners, the Board of Owner Representatives shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the general common and facilities and the limited common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the general common areas and facilities and the limited common areas and facilities.
- (d) The Board of Owner Representatives shall keep a book with a detailed account, in chronological order, of the receipts and expenditures affecting the building and its administration and specifying the maintenance and repair expenses of the common elements and any other expenses incurred. Both the book and the vouchers accrediting the entries made thereupon shall be available for examination by all the co-owners at convenient hours on working days that shall be set and announced for general knowledge.
- (e) Prepare and submit to the regular semi-annual meetings of the Council of Co-Owners a budget for its consideration and approval, which must be posted on a community bulletin board at the clubhouse of the project thirty (30) days prior to said meeting.

Section 4. Management Agent. The Board of Owner Representatives may employ for the Council of Co-Owners a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including but not limited to the duties listed in Section 3 of the Article.

Section 5. Removal of Representatives. At any regular or special meeting of the Council of Co-Owners duly called, 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.

Section 6. Organization Meeting. The first meeting of a newly elected Board of Owner Representatives shall be held within ten (10) days of the election at such place as shall be convenient and be fixed by the Representatives at the meeting at which such Representatives were elected, and no notice shall be necessary to the newly elected Representatives in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular Meetings. Regular meetings of the Board of Owner Representatives may be held at such time and place as shall be determined from time to time, by a majority of the Representatives, but at least six such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Owner Representatives shall be given to each Representative personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Owner Representatives may be called by the President on three days notice to each Representative, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Owner Representatives shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Representatives.

LAW OFFICES

KIZER, CANGELOSI, SANFORD & MOSELY

BATON ROUGE, LOUISIANA

Section 9. Waiver of Notice. Before or at any meeting of the Board of Owner Representatives, any Representative may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such 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 the Representatives are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. 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 be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Fidelity Bonds. The Board of Owner Representatives shall require that all officers and employees of the Council of Co-Owners handling or responsible for Council of Co-Owners funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council of Co-Owners.

ARTICLE V. Officers

Section 1. Designation. The principal officers of the Council of Co-Owners shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Owner Representatives. The Representatives may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. The offices of Treasurer and Secretary may be filled by the same person. The officers shall be elected from the Board of Owner Representatives and shall also serve as officers of the Board of Owner Representatives.

Section 2. Election of Officers. The officers of the Council of Co-Owners shall be elected semi-annually from the Board of Owner Representatives 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 51% of the Council of Co-Owners, any officer may be removed, either with or without cause, and his successor 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 of the general powers and duties which are usually vested in the office of president of a Council of Co-Owners, including but not limited to the power to appoint committees from among the owners from time to time 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. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Owner Representatives shall appoint some other member of the Board to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time 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 minutes of all meetings of the Council of Co-Owners; he shall have charge of such books and papers as the Board of Owner Representatives may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

LAW OFFICES

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BATON ROUGE, LOUISIANA

Section 7. Treasurer. The Treasurer shall have the responsibility for Council of Co-Owners funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Council of Co-Owners in such depositories as may from time to time be designated by the Board of Owner Representatives.

ARTICLE VI. Obligations of the Owners

Section 1. Assessments. All Co-Owners are obligated to pay monthly assessments imposed by the Council of Co-Owners to meet all project expenses, which shall include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Master Deed. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements as required. Assessments based upon the semi-annual budget shall be prorated and paid monthly. Special assessments may be made and shall be paid in accordance with the resolution adopting the special assessment.

Payments of all assessments shall be made properly in accordance with the adopting resolution. Failure of a Co-Owner to timely pay the assessment in full shall subject him to a penalty of 5% for late payment. If payment is not made within ten (10) days after the due date then he shall be notified of his failure to pay and his name shall be posted on a bulletin board in the clubhouse showing the deficiency in payment and the amount owed. Any Co-Owner who becomes more than thirty (30) days delinquent in payment of any assessment may be subjected to discontinuance of water service upon a majority vote of the Board of Owner Representatives. Suit for collection of amount delinquent may be instituted by the Board of Owner Representatives in the name of Council of Co-Owners of Jefferson Square for any amounts owed upon a majority vote of such Board.

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Section 2. Maintenance and Repair.

- (a) Every co-owner must perform promptly all maintenance and repair work within his own unit, which if omitted 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 the repairs of internal installations of a townhouse such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the townhouse area shall be at the owner's expense.

Section 3. Use of Family Units -- Internal Changes.

- (a) All townhouses shall be utilized for residential purposes only.
- (b) An owner shall not make structural modifications in his unit or installations located therein without previously notifying the Council of Co-Owners in writing, through the Management Agent, if any, or through the President of the Board of Owner Representatives, if no management agent is employed. The Council of Co-Owners shall have the obligation to answer within ten (10) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

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

- (a) An owner shall not place or cause to be placed in 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 be used for no other purpose than for normal transit through them, except as may be provided otherwise by the management.

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Section 5. Right of Entry. A co-owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Owner Representatives or 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.

Section 6. Rules on Conduct.

- (a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Council of Co-Owners.
- (b) It is prohibited to accumulate garbage or trash within the carport or within the patio area, except as provided by the management.
- (c) No co-owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Council of Co-Owners.

ARTICLE VII. Amendments to Plan of Apartment 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 embodied in a recorded instrument which shall be recorded in the same office and in the same manner as was the Master Deed and these original Bylaws.

ARTICLE VIII. Mortgagees

Section 1. Notice of Unpaid Assessments. The Council of Co-Owners shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX. Compliance

These Bylaws are set forth to comply with the requirements of The Horizontal Property Act (R. S. 9:1121 et seq.) In case any of these Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

Promulgated at Baton Rouge, Louisiana this 27th December, 1971.

JEFFERSON SQUARE CORPORATION

BY Milton J. Womack
Milton J. Womack, President

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FILE FOR RECORD

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RECORDED
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Margaret [Signature]

LAW OFFICES
KIZER, CANGELOSI, SANFORD & MOSEL
BATON ROUGE, LOUISIANA

See Attached Map

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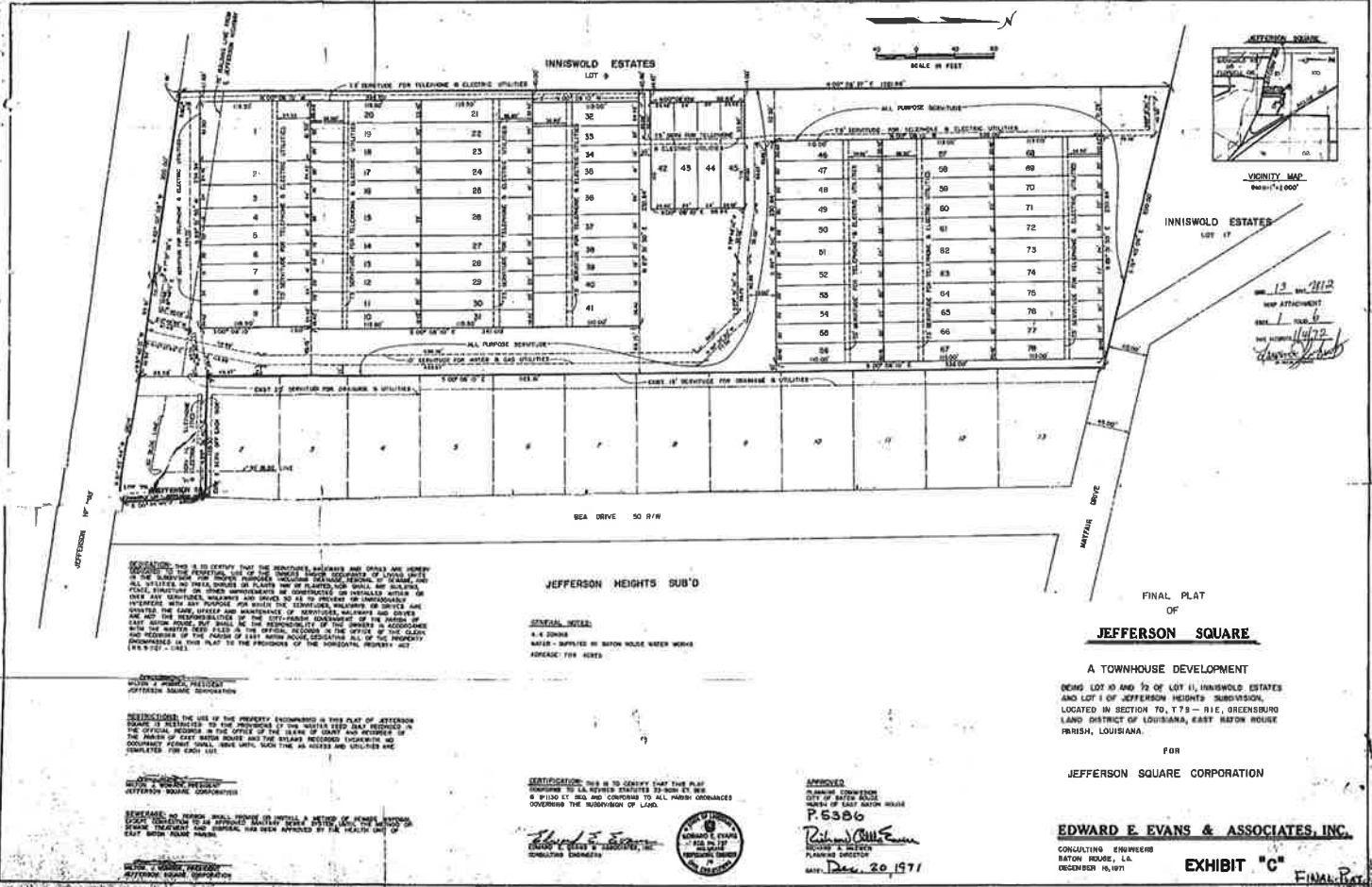
Bundle 7812

H. M. MIKE CANNON

CLERK OF COURT

EAST BATON ROUGE PARISH

BATON ROUGE, LOUISIANA



NOTICE: THIS IS TO CERTIFY THAT THE MEASUREMENTS, SURVEYS AND GRADES ARE CORRECT AND ACCORDING TO THE RECORDS OF THE PARISH CLERK OF COURT. ALL UTILITIES ARE SHOWN AS PLACED AND LOCATED AS SHOWN ON THESE PLANS AND NO OTHER MEASUREMENTS OR CONSTRUCTION OR INSTALLATION OF ANY KIND SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE MEASUREMENTS, SURVEYS AND GRADES AND FOR THE CORRECTNESS OF THE INFORMATION CONTAINED HEREON. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE MEASUREMENTS, SURVEYS AND GRADES AND FOR THE CORRECTNESS OF THE INFORMATION CONTAINED HEREON. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE MEASUREMENTS, SURVEYS AND GRADES AND FOR THE CORRECTNESS OF THE INFORMATION CONTAINED HEREON.

GENERAL NOTES:
1. ALL UTILITIES ARE SHOWN AS PLACED AND LOCATED AS SHOWN ON THESE PLANS AND NO OTHER MEASUREMENTS OR CONSTRUCTION OR INSTALLATION OF ANY KIND SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

SECTION 1: THIS IS TO CERTIFY THAT THE MEASUREMENTS, SURVEYS AND GRADES ARE CORRECT AND ACCORDING TO THE RECORDS OF THE PARISH CLERK OF COURT.

SECTION 2: THE USE OF THE PROPERTY ENCOMPASSED IN THIS PLAN OF SECTION 1 IS RESTRICTED TO THE USES SET FORTH IN THE ZONING ORDINANCES OF THE PARISH OF EAST BATON ROUGE, LOUISIANA.

SECTION 3: THIS IS TO CERTIFY THAT THE MEASUREMENTS, SURVEYS AND GRADES ARE CORRECT AND ACCORDING TO THE RECORDS OF THE PARISH CLERK OF COURT.

SECTION 4: THE MEASUREMENTS, SURVEYS AND GRADES ARE CORRECT AND ACCORDING TO THE RECORDS OF THE PARISH CLERK OF COURT.

SECTION 5: THIS IS TO CERTIFY THAT THE MEASUREMENTS, SURVEYS AND GRADES ARE CORRECT AND ACCORDING TO THE RECORDS OF THE PARISH CLERK OF COURT.

CERTIFICATION: THIS IS TO CERTIFY THAT THE PLAN ENCOMPASSED IN THIS PLAN OF SECTION 1 IS RESTRICTED TO THE USES SET FORTH IN THE ZONING ORDINANCES OF THE PARISH OF EAST BATON ROUGE, LOUISIANA.

APPROVED:
EDWARD E. EVANS & ASSOCIATES, INC.
CONSULTING ENGINEERS
BAYOU BOULEVARD
BATON ROUGE, LOUISIANA
DATE: Dec. 20, 1971

FINAL PLAT
OF
JEFFERSON SQUARE
A TOWNHOUSE DEVELOPMENT
BEING LOT 10 AND 1/2 OF LOT 11, INNISWOLD ESTATES
AND LOT 1 OF JEFFERSON HEIGHTS SUBDIVISION,
LOCATED IN SECTION 70, T7S - R1E, GREENSBURG
LAND DISTRICT OF LOUISIANA, EAST BATON ROUGE
PARISH, LOUISIANA.
FOR
JEFFERSON SQUARE CORPORATION

EDWARD E. EVANS & ASSOCIATES, INC.
CONSULTING ENGINEERS
BATON ROUGE, LA.
DECEMBER 16, 1971

EXHIBIT 'C'