

**AMENDMENT TO THE  
DECLARATION CREATING AND ESTABLISHING  
A CONDOMINIUM REGIME  
FOR JACKSON SQUARE CONDOMINIUM**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

BE IT KNOWN, on this \_\_\_ day of October, 2003, before me, a Notary Public duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

NSH CORP., an Alabama corporation, duly qualified to transact business in the State of Louisiana, represented herein by the undersigned, duly authorized representative;

(hereinafter referred to as the "Declarant")

who declared as follows:

Whereas, Declarant is the owner of a certain parcel of improved immovable property located in East Baton Rouge Parish, Louisiana, which Declarant has submitted to a Condominium Property Regime in accordance with the Louisiana Condominium Act La. R.S. 9:1121.101 *et seq.*, by executing the Declaration Creating And Establishing A Condominium Regime for Jackson Square Condominium (the "Declaration"), on August 20, 2003, which was recorded on September 3, 2003 at Original 417, Bundle 11521 of the official records of the Parish of East Baton Rouge, State of Louisiana.

Whereas, by virtue of Article XVI, Section 16.1, Declarant hereby amends the Declaration in the following manner:

Section 5.2 shall be amended to read, in its entirety:

**5.2 Encroachments.** In the event that construction, reconstruction, repair, shifting, settlement, or other movement of any portion of any improvement(s) on the Property results either in the Common Elements encroaching on any Unit, or any Unit encroaching on the Common Elements or on another Unit, then in that event, a servitude shall be created for such encroachment and the maintenance of such encroachment, so long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc., will be in substantial accord with the boundaries of such Units as described herein. Such servitude shall exist only for so long as the encroachment exists. Such servitude shall not be used for any purpose other than that purpose stated in this Section 5.2. The servitude created herein shall not be subject to La. Civil Code article 670 regarding compensation for the value of the servitude taken and for any other damage.

Section 8.1 shall be amended to read, in its entirety:

**8.1 Reservation of Development Rights; Number of Units.** The Condominium shall contain a total of sixty-three (63) Units to be contained within a total of ten (10) Buildings. Declarant intends to construct one (1) of the total ten (10) Buildings in the first phase of Development, which shall be complete on or before November 30, 2003. The additional Buildings and Units shall be completed on or before September 30, 2004. All such Buildings shall be subject to this Declaration, in its entirety, upon completion of construction, as evidenced by the Certificate of Occupancy issued by the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana. The Declarant makes no assurances that Units will be constructed in architectural style, quality of construction, and materials which are similar to the construction of the Units in the first Building to be constructed.

Section 8.3 shall be amended to read, in its entirety:

**8.3 Reallocation of Shares.** The share of each Unit and Unit Owner in the Common Elements, Common Surplus, Common Expenses, and voting rights in the Association shall be adjusted according to the formula indicated in Section 4.8 hereof, upon completion of each Building, in accordance with Section 8.1 hereof.

Section 8.4 shall be deleted, in its entirety.

Section 14.10 shall be added to read, in its entirety:

**14.10 Capital Fund.** In accordance with the By-laws, the Declarant shall collect an "initial capital payment" from each purchaser to provide the necessary working capital for the Association. The Declarant, as the Developer of the Property, is prohibited from using the capital funds to defray any of Declarant's expenses, reserve contributions, or construction costs or to make up any budget deficits while Declarant is in control of the Association. However, at such time that any previously unsold Unit is sold the Declarant may reimburse itself for funds it may have paid to the Association for an unsold Unit's share of the capital funds by using funds collected at closing when the Unit is sold.

The remaining provisions of the Declaration shall remain unchanged and in full force and effect.

**THUS DONE, SIGNED, AND PASSED** in the City of Baton Rouge, Louisiana, on the date first written above, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said Declarant and me, Notary, after reading of the whole.

WITNESSES:

**NSH CORP.**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dwight A. Sandlin

Title: President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

Number: \_\_\_\_\_