

ERVIN J. DUNHAM
10069 Jefferson Hwy.
Baton Rouge, LA 70801

MASTER DEED CREATING HORIZONTAL
PROPERTY REGIME OF JEFFERSON SQUARE

CERTIFIED TRUE COPY

J. H. Shialf
President

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 27th day of December, 1971, before me the undersigned 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 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 (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.

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.

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 a 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 2,668 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.

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:

TOWNHOUSE AND LOT MODEL			TOWNHOUSE VARIATION AND LOT MODEL		
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			

(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%
2B	.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, 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.

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

by: _____

Milton J. Womack

Notary Public

ERVIN J. DUNHAM
10069 Jefferson Hwy.
Baton Rouge, LA 70809

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AMENDMENT TO MASTER DEED
CREATING HORIZONTAL PROPERTY REGIME OF
JEFFERSON SQUARE

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

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY

BY *[Signature]*
DEPUTY CLERK AND RECORDER

On this the 24th day of March, 2009, before the undersigned Notary *[Signature]* personally appeared, **JEFFERSON SQUARE TOWNHOUSE ASSOCIATION** (the "Association") a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its duly authorized President, Chris Moran, who declared as follows:

WHEREAS, the property constituting Jefferson Square, which is more particularly described on Exhibit A, attached hereto and incorporated herein, is subject to 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 12096 (the "Master Deed");

WHEREAS, the Association is the duly authorized governing body of Jefferson Square and is the unit owners association under Louisiana Revised Statutes 9:1123.101, et seq;

WHEREAS, the Council of Co-owners desires to amend the Master Deed;

WHEREAS, Louisiana Revised Statutes 9:1122.119 requires at least sixty-seven percent (67%) of the votes of the Association to approve an amendment to the Master Deed;

WHEREAS, the Resolution 2009-01 of the Council of Co-owners attached hereto as Exhibit B and incorporated herein by reference authorizes the amendments contained herein and was adopted at a duly called meeting of the owners by at least sixty-seven percent of the votes of the Association;

NOW THEREFORE, the Master Deed is hereby amended to add the following provisions:

1. The Board of Owner Representatives may, via the procedure set forth in the Bylaws, levy against any unit owner a special assessment. Special assessments may be levied to offset the cost of maintenance of limited common elements, to collect capital needed for improvements to the general common areas, to offset additional maintenance expenses of leases units or as recompense for violation of any provision of the Master Deed, the Articles of Incorporation or Bylaws of the Association, or the Rules and Regulations of Jefferson Square, each as may be amended from time to time. Any special assessment levied shall be the personal obligation of the unit owner, in solido, and a charge against the unit. Any special assessment shall be considered an assessment for purposes of paragraph 17 of the Master Deed.

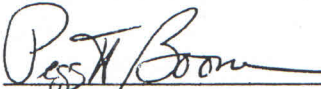
2. The Association, its agents, contractors and employees shall have the right of access to the units, common areas and limited common areas to inspect, maintain or repair or make repairs to the units to prevent damage to the common areas or limited common areas or any other units, to make repairs to the common areas to make repairs to the limited common areas, and to make repairs to any other unit, provided that such right of access shall be exercised in such a manner as will not reasonably interfere with the normal use of the occupant of the unit.

3. Any assessment, fee, expense contribution or other monetary obligation authorized by the Master Deed, as amended, to be imposed against any unit or unit owner shall be both the personal obligation of the unit owner(s), in solido, and a charge against the unit subject to the privilege created by Louisiana Revised Statutes 9:1123.115, as amended.

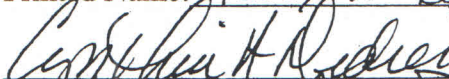
Thus done and signed in my office in Baton Rouge, Louisiana, Parish of East Baton Rouge, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the party and me, Notary on the date first above written.

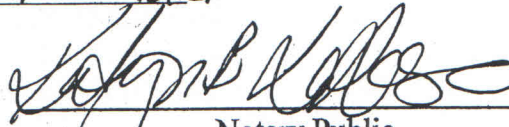
WITNESSES

JEFFERSON SQUARE TOWNHOUSE
ASSOCIATION


Printed Name: PEGGY H. Boone

BY: 
Chris Moran, President


Printed Name: Cynthia A. Didier


Notary Public
Printed Name: Kathryn B. LaRose
Notary ID/Bar Roll #: 30591
My Commission Expires: at death