

**AMENDMENT TO ACT OF RESTRICTIONS OF
JEFFERSON TERRACE SUBDIVISION
SIXTH FILING, PART ONE THROUGH PART FOUR
LOTS ONE (1) THROUGH ONE HUNDRED SEVENTY-FIVE (175)**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, in and for the Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, personally came and appeared:

JEFFERSON TERRACE PARTNERSHIP, a Louisiana Partnership with Articles of Partnership on file with the Secretary of State of the State of Louisiana and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana, herein represented by its Managing Partners, Hartley Development, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, with Articles of Incorporation on file with the Secretary of State of the State of Louisiana and records in the official records of the Parish of East Baton Rouge, State of Louisiana, herein represented by its President, Richard T. Hartley, duly authorized by virtue of a resolution of the Board of Directors on file and of record in the official records of the Parish of East Baton Rouge, State of Louisiana and Vey Development, Inc., a Louisiana Corporation organized and existing under the laws of the State of Louisiana, with Articles of Incorporation on file with the Secretary of State of the State of Louisiana and recorded in the official records of the State of Louisiana, herein represented by its President, David R. Vey, duly authorized by virtue of a Resolution of the Board of Directors on file and of record in the official records of the Parish of East Baton Rouge, State of Louisiana;

Pursuant to the provisions of Paragraph 3.23 of the Act of Restrictions of Jefferson Terrace, Sixth Filing, Part 1, recorded at Original 803, Bundle 10588, amended June 28, 1996 at Original 410, Bundle 10701, official records of East Baton Rouge Parish, (the "Restrictions"), Jefferson Terrace Partnership does hereby amend and supplement the Restrictions to subject Lots 1 through 175 inclusive, Jefferson Terrace, Sixth Filing, Parts 1, 2, 3 and 4 in the following respects, all other covenants, restrictions and provisions remaining in full force and effect, severable and independent of any amendments to the end that should any amendment, restrictions or covenants be deemed

invalid or unenforceable; the remaining restrictions, amendments and covenants shall be unaffected, and restrictions affected by any amendments deemed invalid or unenforceable being reimposed.

3. IMPROVEMENT RESTRICTIONS

3.1 Is amended to read:

3.1 The JT6 Homeowner's Association, Inc., incorporated on June 23, 1998, its Board of Directors, or a committee appointed by said Board of Directors shall serve as the architectural control committee and/or council (the "council"); all references to "the counsel" in the restrictions affecting Jefferson Terrace Subdivision Sixth Filing, Parts 1, 2, 3 and 4 or amendments thereto, shall mean the Board of Directors or the architectural control committee of said JT6 Homeowner's Association, Inc. The council shall serve without pay and shall check all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The decision of the council, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants shall be by majority vote of said council, and shall be final and non-appealable.

The address of the JT6 Homeowner's Association, Inc. is:

619 Jefferson Highway, Ste. 1-D
Baton Rouge, LA 70806

6. COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 The JT6 Homeowner's Association, Inc., through its Board of Directors has the specific right, upon majority vote of the Board of Directors to collect (by legal proceedings if necessary) from each lot owner in Jefferson Terrace Subdivision, Sixth Filing, Parts 1, 2, 3 and 4 an annual assessment in an amount not to exceed \$100.00 as said Board determines is necessary to provide said subdivision with lighting, maintenance of landscape areas, gardening, private security

patrols, and any other services generally undertaken or furnished by private associations of property owners. Notice of assessments shall be made in writing directed to the municipal address of record of each property owner, and upon failure to pay within thirty (30) days from the date the notice is given, a copy thereof can be filed with the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana and will act as a lien upon the property so assessed. In addition to using the revenue for the purposes specified herein, the JT6 Homeowner's Association, Inc. may use the revenue for such purposes deemed appropriate, in the opinion of the majority of the property owners attending a meeting for which at least thirty (30) days written notice has been given containing the proposed utilization of such revenue as an agenda item has been sent to each property owner. Regular annual assessment may be increased above \$100.00 per year only by vote, duly recorded of a majority of the property owners, of all parts of Jefferson Terrace, Sixth Filing, exercising one vote per lot. Votes may be made in person or by written proxy.

6.3 The right to collect and administer the maintenance assessments and obligations shall be vested with the JT6 Homeowner's Association, Inc., unless changed by a vote in writing of a majority of lot owners at a meeting held for such purpose following a thirty (30) day notice mailed to each lot owner in Parts 1, 2, 3 and 4 of Jefferson Terrace Subdivision, Sixth Filing, in which said purpose is set forth.

7. MISCELLANEOUS PROVISIONS

7.1 These stipulations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from April 17, 1995, unless during such initial period these stipulations, covenants and restrictions are increased or made more onerous or otherwise modified by agreement of not less than two thirds of all lot

owners in Parts 1, 2, 3 and 4, after which initial twenty-five (25) year period of said covenants shall be automatically extended for successive periods of ten (10) years, unless by written consent of a majority of then owners of the lots in said subdivision subject to the original restrictions and any amendments thereto, duly recorded in the conveyance records of this Parish, it is agreed to change said stipulation, restrictions and covenants in whole or in part, in which event the covenants referred to in that instrument which the majority of owners shall state that it is their desire to abolish shall cease to have further force or effect at the end of the current term, and all remaining restrictions original or as amended, modified, added, enhanced or otherwise unchanged shall remain in full force and effect for the succeeding term.

7.2 If any property owner in Jefferson Terrace Sixth Filing, Parts 1, 2, 3, and 4, their heirs and assigns shall violate or attempt to violate any of the provisions of the original restrictions and/or any amendments thereto, it shall be lawful for any person or persons owning any portion of any lot or for the JT6 Homeowner's Association, Inc. to prosecute any proceedings at law or in equity against the persons violating or attempting to violate or in breach of any covenant or restriction set forth in these and the original restrictions of record not otherwise modified, to obtain mandatory or prohibitive injunctions, and/or to recover damages to include reasonable attorney fees and all costs incurred in the enforcement of these restrictions. Any owner of any lot in Jefferson Terrace Subdivision, Sixth Filing, Parts 1, 2, 3 and 4 shall retain and possess the independent right to enforce the restrictions on said owner's own account, or for the account of the other parties similarly involved or situated in any part of the Sixth Filing, and/or to seek such relief as allowed by these restrictions in accordance with law. The failure of any person, corporation, or other entity to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do

so thereafter.

7.3 Invalidation of any one of these restrictions, or part thereof, or any amendment by judgment or court order, or as herein provided shall in no way affect any other provision herein contained, which shall in all respects remain in full force and effect, and the original restriction sought to be modified, enhanced or changed shall be reimposed as if no amendment or modification had been made.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the date first above written.

WITNESSES:

Sarah Warren
Linda Masson

Jefferson Terrace Partnership

By: [Signature]
Hartley Development, Inc. by
Richard T. Hartley

Lamara D'Vie
NOTARY PUBLIC

Betsy Roberts

Shirley Carter

By: [Signature]
Vey Development, Inc. by
David R. Vey

Alicia L. Fenell
NOTARY PUBLIC
East Baton Rouge Parish, LA
Affiliate Commissioner

ORIG 828 BNDL 11050

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

1999 SEPT 13 AM 08:48:59
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DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY

[Signature]
DEPUTY CLERK & RECORDER