



JT6 Homeowners' Association

Dear Neighbor,

Welcome! Congratulations on the purchase of your home in Jefferson Terrace's Sixth Filing ("JT6" for short). JT6 is located in one of the most desirable areas in Baton Rouge. It has shown a significant rise in property values since the development was started in 1995.

Your Homeowners' Association has grown to be a valuable asset in maintaining the integrity and quality of your urban neighborhood community. The JT6 Homeowners' Association is active and relies on the talents and strengths of all those in the neighborhood community to accomplish its goals. The Association produces a newsletter to keep everyone informed about information and activities relevant to residents of our community. There is also a "Yard of the Month" contest *with prizes* and block parties that allow you to get out and meet your neighbors. Your Homeowners' Association is responsible for the public areas in the neighborhood such as the JT6 main entrance with an informational sign and professional landscaping.

JT6 is a restrictive covenant neighborhood and, therefore, Dues and Restrictions are enforced to aid in keeping your neighborhood looking new and attractive. The "Acts of Restrictions" governs our association. Please read the restrictions carefully. The Board of Directors of your JT6 Homeowners' Association is only interested in maintaining property values and the quality of life in our community. For your convenience, a copy of the Restrictions is attached.

As you might imagine, one of the most challenging tasks the Board of Directors undertakes is the processing of complaints and collecting homeowner dues. Restrictions and mandatory dues violations are enforced in court when necessary, and can subject a homeowner to attorney fees. Also, please contact the JT6 Treasurer to update records and check on any outstanding dues.

The Association wants to help make your move into the neighborhood a smooth and pleasurable one. The best way to become familiar with your Association, as well as neighborhood concerns is to visit our web site at www.jt6.org. The restrictions are posted there, along with the e-mail addresses and phone numbers of all the Board Members and Committee Chairpersons. You can also view all current and previous newsletters.

Every June the Association hosts our annual meeting. We encourage participation from JT6 residents at this meeting and further encourage input from residents at any time. Everyone has a valued interest in maintaining the quality of life, safety and property values of our neighborhood community. Together, we believe neighbors



JT6 Homeowners' Association

helping and watching out for each other ensures the quality environment that continues to make JT6 a great place to live.

I look forward to meeting you at the next JT6 function. In the meantime, if you have any questions or concerns, please contact me, any Board Member, or Committee Chairperson and the Association will be happy to hear from you.

Sincerely,

Jon Olson
President JT6

Officers & Directors

2011-2012

<i>President</i>	<u>Jon Olson</u>	10622 Ashbrook	291-8851
<i>Vice-President</i>	<u>Neil Borel</u>	10534 Ridgebrook	292-2309
<i>Secretary</i>	<u>Jamey LeBlanc</u>	10716 Cedarbrook	246-2246
<i>Treasurer</i>	<u>Pat Morris</u>	10457 Fernbrook	810-3938
<i>Director</i>	<u>Jan Gallo</u>	10616 Ridgebrook	802-5121
<i>Director</i>	<u>Jonann Stutzman</u>	10617 Ridgebrook	296-0529
<i>Director</i>	<u>Charlie Crane</u>	10602 Ashbrook	504-338-8886
<i>Director</i>	<u>Leanne LaPlace</u>	10515 Ridgebrook	993-9939

Please click on the officer's name if you wish to send an email.

Committee Chairs

2011-2012

<i>Architectural</i>	<u>Sam Territo</u>	10627 Hollybrook	293-5935
<i>Compliance</i>	<u>Charles Crane</u>	10602 Ashbrook Dr	504-338-8886
<i>Landscape</i>	<u>Jamey LeBlanc</u>	10716 Cedarbrook	246-2246
<i>Newsletter</i>	<u>Jon Olson</u>	10622 Ashbrook	291-8851
<i>Special Projects</i>	<u>Neil Borel</u>	10534 Ridgebrook	292-2309
<i>Welcome</i>	<u>Leanne LaPlace</u>	10515 Ridgebrook	993-9939
<i>Neighborhood Watch</i>	<u>Denise Lobell</u>	10407 Fernbrook	293-1876
<i>Web Site</i>	<u>Areendam Chanda</u>	10613 Tanwood	291-5021
<i>Yard of the Month</i>	<u>Melvin Baham Jr.</u>	10828 Pinebrook Ave.	295-3551

If you would like more information about the objectives and/or procedures of a particular committee or if you would like to volunteer to be on a committee, please contact the appropriate committee chair (You can click on the committee member's name to send an email). We will be happy to get you involved!

Complaint Process

The Jefferson Terrace 6th Filing Homeowners' Association currently has an active Compliance Committee responsible for facilitating the processing of all JT6 complaints.

The Compliance Committee was organized to facilitate and expedite the handling of restrictive covenant and related issues that affect the quality of life in our unique neighborhood community. While this process is designed specifically to handle these issues as they arise, the Compliance Committee urges you to please make an effort to speak with your neighbors before filing an official complaint.

The current Compliance Committee Chairperson is Charles Crane, 504-338-8886

In order for a complaint to be considered by the Compliance Committee, the complaint must meet all of the following criteria:

1. All complaints must be submitted either in writing or by e-mail to the Compliance Committee Chairperson
2. The complaint must clearly identify the street address of the violation (and property owner if known)
3. The complaint must cite the specific violation and the applicable section from the Act of Restrictions
4. The complaint must be signed or e-mailed. (Note: the complainant's name will remain anonymous)
5. Please include any actions you may have taken to resolve the problem if applicable.

Once received and acknowledged by the Compliance Chairperson, the formal complaint will be processed as follows:

1. The letter of complaint (once received) will be copied and distributed to all board members
2. The Compliance Committee will review the submitted complaint and make a formal decision as to further action.
3. If further official action is deemed necessary, a "Letter of Violation" will be generated by the Compliance Chairperson and sent to the violating party. This letter is typically generated and sent within 10 days of the official action decision.
4. If the violation is not corrected and continues for another 7 days, an "Official Warning of Violation" will be issued and forwarded to the violating party.
5. If the violation is not corrected and continues for another 7 days (14 days after the "Letter of Violation"), the Compliance Committee will proceed with legal recourse.

Updated 11/04/2011

2011-2012 Dues Notice

July 3rd, 2011

Dues for the year July 1, 2011 to June 30, 2012 in the amount of \$100.00 per lot are now payable within 30 days of receipt of this notice. Each lot owner is required to pay this assessment, as stated in the Act of Restrictions, Section 6.1, to provide for landscaping, maintenance, and other general services.

Please send your check payable to JT6 Homeowners' Association for \$100.00 to:

Pat Morris, Treasurer JT6
10457 Fernbrook
Baton Rouge, LA 70809

Please include this notice with all the following information completed if you are new or haven't completed this before. In order to save mailing costs, we would prefer to email our newsletter and other notices to you. We would appreciate your returning this notice with your name and Email address if you did not do so last year, or if your email address has changed.

Name _____

Address _____

Phone Number _____ Date Moved In _____

Email Address _____

If you have questions, please contact Larry Dyer through e-mail at treasurer@jt6.org at 810-3938. Thank you for your timely remittance and we look forward to working with you in the next year.

Updated 11/04/11



Jefferson Terrace 6th Filing

JT6 News



September 2011

Fall News

www.jt6.org

2011-2012

Officers/Directors

President

Jon Olson
291-8851

Vice President

Neil Borel
292-2309

Secretary

Jamey Leblanc
246-2246

Treasurer

Pat Morris
810-3938

Director

Charles Crane
504-338-8886

Director

Jonann Stutzman
296-0529

Director

Jan Gallo
802-5121

Director

Leanne LaPlace
993-9939

Committee Chairs

Architectural

Sam Territo
293-5935

Compliance

Charles Crane
504-338-8886

Landscape

Jamey Leblanc
246-2246

Neighborhood Watch

Denise Lobell
293-1876

Newsletter

Jon Olson
291-8851

Special Projects

Neil Borel
292-2309

Webmaster

Areendam Chanda
291-5021

Welcome

Leanne LaPlace
993-9939

Yard of the Month
COULD BE YOU

Octoberfest is back!

It has been a hit in the past. Join us again for another JT6 Octoberfest.

Sunday October 23

2-5pm

Cedarbrook/Sweetbrook

We plan on having similar favorites for the kids and adults as last year:

Clown Spacewalk Hot Dogs
Brats Cane's Hayrides

Dues Reminder

Can you believe some have not paid yet? Good job if you have. If not, do it today. Homeowners not paying on time may be turned over to our attorney and liens placed if mandatory dues are not received on time. Please don't let that happen to you. Extra expenses of doing so are homeowners responsibility, not JT6.

Needed:YOTM Chair

Thanks to yard of the month (YOTM) chair Mark Robert for his help and picking the great yards of JT6. Mark

is resigning so now is your chance to help or volunteer someone you think would be perfect for the job. Please contact any board member with your nominations. Think ahead and consider also if you might be a good board member (next annual meeting).

Landscaping

Please remember to spruce up your gardening and landscaping from time to time. This keeps the neighborhood looking great and encourages neighbors to keep up with everyone else. What does yours look like? Check today. You might be the next to win YOTM and the \$25 gift certificate incentive/reward!

Littering

Nobody likes littering. Papers and such are obvious examples. Did you know that also includes grass clippings? City code specifically mentions grass clippings are not to be placed in the street. Please remember this if you were unaware or remind your lawn service if necessary.

RESTRICTIONS QUIZ: REPAINTING YOUR HOME PURPLE AND GOLD IS A GREAT IDEA. TRUE OR FALSE?

ANSWER: FALSE, EVEN AS MUCH AS WE LIKE LSU. RESTRICTION 3.18 STATES REPAINTING YOUR EXTERIOR REQUIRES APPROVAL. "IN-KIND" (THE SAME) COLORS DO NOT REQUIRE APPROVAL BUT NEW COLORS DO. THIS APPROVAL PROTECTS YOU IN CASE SOMEONE COMPLAINS THEY DO NOT LIKE PURPLE AND GOLD AND MAKES YOU "BULLETPROOF". GO TIGERS.

**JT6 Homeowners Association
Treasurer's Report
2010-2011**

	<u>Actual</u> <u>2009 - 2010</u>	<u>Projected</u> <u>2010-2011</u>	<u>Budget</u> <u>2010 - 2011</u>	<u>Budget</u> <u>2011 - 2012</u>
Beginning Cash Balance	\$ 16,562	\$ 12,788	\$ 12,688	\$ 11,145
Dues Income	\$ 8,604	\$ 8,660	\$ 8,700	\$ 17,400
Total Beg Cash Plus Income	\$ 25,166	\$ 21,448	\$ 21,388	\$ 28,545
<u>Expenses</u>				
Street Signs	\$ -	\$ -	\$ -	\$ 8,953
Landscaping	5,650	4,445	4,200	4,500
Insurance	1,982	2,031	2,100	2,100
Sheriff's Patrol	1,200	1,450	1,200	3,250
Neighborhood Socials	1,973	539	1,000	500
Utilities	492	515	500	540
Office Supplies, Signs	655	438	575	475
Legal	0	145	500	250
Other	426	738	550	550
Total Expenses	\$ 12,378	\$ 10,302	\$ 10,625	\$ 21,118
Ending Cash Balance	\$ 12,788	\$ 11,145	\$ 10,763	\$ 7,427

Highlights

Actual expenses down \$2,076 from last year	Socials	\$ (1,434)	Crawfish Boil
	Landscaping	(1,205)	Islands
	Annual Meeting	301	Timing, door prize
	Sherriff's Patrol	250	New agreement
2010-2011 expenses under budget by \$323	Socials	\$ (461)	
	Legal	(355)	
	Sherriff's Patrol	250	
	Landscaping	245	
2011-2012 Budget expenses Up \$10,493 from last year	Street Signs	\$ 8,953	
	Sherriff's Patrol	2,050	New agreement
	Socials	(500)	

**ACT OF RESTRICTIONS
OF
JEFFERSON TERRACE SUBDIVISION, SIXTH FILING, PART ONE**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 17th day of April, 1995 before me, the undersigned authority, and 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 recorded in the official records of the 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 [hereinafter referred to as "Appearers"];

who did depose and say that:

Jefferson Terrace Partnership is the owner, subdivider and developer of the real property hereinafter described, and, by this act, imposes upon the property the restrictions, conditions, liens and servitudes hereinafter set forth.

1. **PURPOSE**

The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The real property described herein is hereby subjected to the covenants, restrictions, servitudes, conditions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the

erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; and, in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchases of building sites therein.

2. THE PROPERTY

2.1 The real property now owned by Appearers and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein:

Lots 1 thru 55, and common areas, if any, private fence servitudes, or landscape areas as shown on the Final Plat of Jefferson Terrace, Sixth Filing, Part 1, prepared by GWS Engineering, Inc., recorded April 13, 1995 at Original 184, Bundle 10588, in the official records of the Parish of East Baton Rouge, State of Louisiana.

2.2 The property and all other portions thereof hereinafter shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.

3. IMPROVEMENT RESTRICTIONS

3.1 There is hereby created Jefferson Terrace Subdivision, Sixth Filing Council (the "Council"), to be composed of up to three individuals. Except for the members appointed by the subdividers, two of the members must be owners of lots in Jefferson Terrace Subdivision, Sixth Filing, Part 1. The members of the Council shall be appointed by the subdividers, shall serve for one year, and their successors shall be appointed by the subdividers until such time as the subdividers shall release this right to owners in the subdivision. 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 final and non-appealable. The first members of the Council are:

Richard T. Hartley
8064 Summa Avenue, Suite A
Baton Rouge, Louisiana 70809

David R. Vey
11822 Justice Avenue, Suite B-6
Baton Rouge, Louisiana 70816

3.2 No residence, building fence, wall or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the lot and plans for landscaping of the lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Council and a copy thereof as finally approved lodged permanently with the Council.

3.3 One (1) set of plans, including plot plan, must be submitted for Council approval to be retained by the Council.

3.4 No house shall be erected, altered, placed or permitted to remain on any one of the said lots other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, a private garage or carport for not more than three (3) cars, and other accessories incidental to residential use of said lots, such as swimming pools, bathhouses and/or gazebos. Private garages or carports shall load from the side or rear and shall not face the street fronting the lot, except garages constructed on corner lots. If any part of a garage is located on the front one-half of the respective lot, it must have an approved garage door. Houses constructed on corner lots shall include an attached or detached fully enclosed garage with a standard garage door. Detached servants' quarters or any other detached structure may be constructed only with the prior written approval of the Council, evidenced by majority vote thereof. In order to assure that location of houses will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of other houses, large trees, common facilities and similar considerations, the Council reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all residential building sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided, that in the event an agreed location is stipulated in writing in the contract of purchase, the Council shall approve automatically such location for a residence.

3.5 In the event the Council fails to approve or disapprove within forty-five (45) days after any matter, including plans and specifications, has been submitted to it, approval shall not be required by the Council; however, all other provisions shall continue to apply.

3.6 No residence shall be erected on any lot in Jefferson Terrace Subdivision, Sixth Filing containing, exclusive of porches, breezeways, garages and carports, less than One Thousand Eight Hundred (1,800) square feet.

3.7 Unless approved in advance by the Council (and provided that the placement on said lot does not violate any zoning or subdivision ordinances or regulations), no residence shall be built nearer than five (5') feet to the sideline of a lot, except as shown on the official subdivision plat. Front and rear minimum building setback lines shall be in accordance with the official subdivision plat.

3.8 Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone, imitation stone, or aluminum siding, and not more than fifty (50%) percent of the exterior, at the discretion of the council, may be wood or a similar building material. All painted exteriors must have at least two (2) coats .

3.9 The minimum roof pitch shall be 7/12, unless otherwise approved by the Council.

3.10 All residences shall be constructed with at least eighty (80%) percent of the ceilings on the ground floor not less than nine (9') feet high.

3.11 Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence. All fireplaces shall have chimney caps.

3.12 No fence shall be erected on said lot beyond the front building setback line of that lot. All fencing material must be wood, brick, stucco or wrought iron, unless otherwise approved by the Council.

3.13 No garage apartment shall be built on any of said lots.

3.14 Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the final plat of Jefferson Terrace Subdivision, Sixth Filing, Part One.

3.15 Nothing in these restrictions shall prohibit an owner of any two (2) adjoining lots having frontage on the same street from erecting a residence on the two (2) lots, which shall be considered, for the purpose of these restrictions, as one (1) lot.

3.16 No lot or lots shall be sold except with the description as shown on the plat of the subdivision referred to above; provided, however, that any lot or lots may be subdivided or re-platted with written consent of the Developer or Council.

3.17 This subdivision will be served by underground utilities, except where an overhead electric distribution system is previously existing or has been installed by developer. Electric service from the electric distribution system to each residence shall be underground.

3.18 The owner shall not paint or decorate any portion of the exterior of any buildings or improvements without first obtaining written consent of the Council.

3.19 No outside lines, outside television antennas, satellite dishes, above ground improvements or hanging devices shall be allowed without the written consent of the Council, evidenced by a majority vote thereof.

3.20 Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Council, and any standard adopted respecting any restrictions in this regard shall be final.

3.21 Landscaping shall be installed within sixty (60) days of completion of residence. The front yard must be completely sodded with centipede or equal, in default of which the Council may cause such work to be performed and may demand and sue for reimbursement for such costs and legal fees.

3.22 All mailboxes must be of the same design, material and paint color as approved by the Council. Specifications, prices and place of purchase will be provided by the Council before installation.

3.23 The Developer reserves the right to amend this Act of Restrictions one or more times, to add additional lots to Jefferson Terrace Subdivision, Sixth Filing, Part One and to subject the additional lots to the building and use restrictions contained in this Act of Restrictions and to amend this Act of Restrictions in any other manner or for any other purpose deemed necessary or appropriate in the sole discretion of the Developer. Any amendment of this Act of Restrictions shall be in writing and shall be effective when filed for registry in the official records of East Baton Rouge Parish, State of Louisiana. Upon the filing of an amendment of this Act of Restrictions to add additional lots, the lots described in this Act and the lots described in the amendment shall constitute a single subdivision, and the building and use restrictions contained in this Act shall be binding on each lot in Jefferson Terrace Partnership and shall be fully enforceable by each lot owner in the subdivision.

4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 Homes in Jefferson Terrace Subdivision, Sixth Filing, Part One shall be used for residential purposes only. No part of any property in this subdivision shall be used for apartment houses, offices, for the conduct in the home of occupations such as medical or other offices or shops of any kind, for schools, churches, assembly halls or fraternity houses. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance.

4.2 No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently, except as may be provided in Section 3.4 above.

4.3 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free noxious odors and insects.

4.4 The keeping of a mobile home or trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motorboat, recreational vehicle (RV), or other similar water born vehicle or recreational vehicle may be maintained, stored or kept on any parcel of property covered by these covenants only if kept completely from view of the street, and only if housed completely within a structure which has been approved by the Council or only if the location on the lot has been approved by the Council in advance.

4.5 No sign of any kind, except standard real estate signs, shall be displayed to the public view on or from any building site without the prior consent of the Council or its agents.

4.6 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.7 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance modification and enforceable in the same way as the responsibility for the maintenance and repair of the property concerned.

4.8 Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep their lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Council may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees.

4.9 Each individual lot owner shall provide for permanent parking of automobiles, motorboats, and/or recreational vehicles (RV). No vehicle(s) owned or used by the lot owner or occupant shall be parked in the street.

4.10 Each individual lot owner shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials and supplies, and/or any equipment which is stored outside. Items will be considered screened only if they are not visible from the street or adjacent properties.

4.11 No pet shall be allowed to leave its excrement on any other lot or common area.

4.12 Any window covering placed on any windows facing any street must be lined with a white or off-white backing unless otherwise approved by Council. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purpose, nor shall window mounted heating or air-conditioning units be permitted.

4.13 Except in rear yards totally screened from any street and/or other lot, outside clotheslines or other outside facilities for airing or drying clothes are specifically prohibited and shall not be erected, placed or maintained. No clothing, rugs, or other items shall be hung on any railing, fence, hedge or wall.

4.14 No basketball goals, sports or recreational equipment shall be allowed on the front one-half (1/2) of any lot.

5. LANDSCAPE, PRIVATE FENCE SERVITUDE AND COMMON AREAS

5.1 The landscape, private fence servitude and common areas, if any, shown on the final plat of Jefferson Terrace Subdivision, Sixth Filing, Part One are dedicated to the common use of the enjoyment of the lot owners of Jefferson Terrace Subdivision, Sixth Filing, Part One, and the care, upkeep and maintenance of these areas are not the responsibility of the City-Parish Government of East Baton Rouge Parish, but shall be the responsibility of the lot owners of Jefferson Terrace Subdivision, Sixth Filing, Part One in the proportion of one (1) lot to total number of lots. These landscape areas are not dedicated for use by the general public.

6. COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 The Council has the specific right, upon a majority vote of its members, to levy and collect (by legal proceedings if necessary) from each lot owner in Jefferson Terrace Subdivision, Sixth Filing, Part One an annual assessment in an amount it determines is necessary in order to provide said subdivision with lighting, maintenance of the landscape areas, gardening and any other services generally undertaken or furnished by private associations of property owners. Any assessments shall be made in writing directed to the property owner, and upon failure to pay within (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 Louisiana and will act as a lien upon the property so assessed. In addition to using the revenue for the purposes specified herein, the Council may use the revenue for such purposes as will, in the opinion of the majority of the residents of Jefferson Terrace Subdivision, Sixth Filing, Part One, benefit the residents and property owners in Jefferson Terrace Subdivision, Sixth Filing, Part One provided, however, that such assessment shall when filed rank only from the date of recordation. Annual assessments may be increased with agreement of a majority of the residents.

6.2 All cash amounts or cash sums due pursuant to the terms of this agreement or any assessments that have been levied shall bear interest at the rate of fourteen (14%) percent per annum from date due until paid. Any party who fails to comply with that said party's obligations hereunder shall also be liable to pay court costs and reasonable attorney's fees of the other party.

6.3 The right to collect and administer the maintenance assessments and obligations may, upon a vote in writing of a majority of the lot owners, be transferred to a corporation formed for that and any other purposes.

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 this date, at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by written consent of the majority of the then owners of the lots in said subdivision, duly recorded in the conveyance records of this Parish, it is agreed to change said stipulation and restrictions in whole or in part, in which event the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to abolish shall

cease to have further force or effect at the end of the then current term, and all remaining restrictions, amended or otherwise, shall remain in full force and effect for the succeeding term.

7.2 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot, or for the Developer or the Council, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing or to recover damages or other amounts for such violation. Any first or subsequent purchaser of any lot in Jefferson Terrace Subdivision, Sixth Filing, Part One shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek both of those types of relief or such other relief as may be available. Failure of any person, firm or corporation 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, by judgment or Court Order, or as herein provided, shall in no way affect any other provision herein contained, which other provisions shall remain in full force and effect.

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

WITNESSES:

Linda Masson

JEFFERSON TERRACE PARTNERSHIP
BY: Richard T. Hartley
Hartley Development, Inc. by
Richard T. Hartley

David R. Vey

BY: David R. Vey
Vey Development, Inc. by
David R. Vey

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R. Keith Colvin

NOTARY PUBLIC

R. Keith Colvin

MCGLINCHEY STAFFORD LANG

Ninth Floor, One American Place
Baton Rouge, Louisiana 70825
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**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 R. Masson

Jefferson Terrace Partnership

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

Lamara D. Kie
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

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FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

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[Signature]
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