

**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

Shawn M. Brand

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

(504) 383-9000

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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. Maeson

Jefferson Terrace Partnership

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

Lamara D. Vio  
NOTARY PUBLIC

Betsy Roberts  
Shirley Carter

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

Asia L. Fenell  
NOTARY PUBLIC  
East Baton Rouge Parish, LA  
Affiliate Commission

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