

State of Louisiana
Parish of East Baton Rouge

ORIG: 930 BNDL: 12610
10/8/2014 12:09:30 PM

**First Amendment to
Master Declaration for Magnolia Square**

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

Before me, the undersigned notary public, and in the presence of competent witnesses, personally came and appeared:

CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY
of the undersigned
B. [Signature]
DEPUTY CLERK AND RECORDER

The Village at Magnolia Square LLC, a Louisiana limited liability company, whose Articles of Organization were filed with the Secretary of State of Louisiana on August 29, 2006, represented herein by its Members, James Nunnally and W. Steele Pollard, being all of its Members, whose principal mailing address is 2815 Edward Avenue, Baton Rouge, LA 70808 ("**Town Founder**");

who declared as follows:

Recitals

- A. Town Founder executed the Master Declaration for Magnolia Square on September 29, 2009, which was recorded with the Clerk and Recorder of Mortgages of East Baton Rouge Parish, Louisiana at Original 629, Bundle 12188 (the "**Master Declaration**").
- B. The Town Founder reserved the right to make certain amendments to the Master Declaration in Section 11.2.
- C. Capitalized terms used herein but not defined shall have the meaning set forth in the Master Declaration.
- D. Pursuant to Section 11.2, the Town Founder seeks to amend the Master Declaration as follows:

Agreement

1. The definition of "Notice and Hearing" in Section 2.33 is hereby deleted in its entirety. All references to the defined term "Notice and Hearing" as used in the Master Declaration are hereby deleted in sections including without limitation 5.15, 6.5, 8.12, and 11.14.
2. Section 3.1.1 is hereby deleted and restated in its entirety as follows:

3.1.1 Term of Option. The option may be exercised by Town Founder at any time during a period of twenty (20) years from the date of this Master Declaration, provided, however, that Town Founder reserves the right to terminate such option, in whole or in part, at any time prior to the expiration of such twenty (20) year period by executing and filing any agreement evidencing

such termination in the Records of the Clerk of Court of East Baton Rouge Parish, Louisiana, and except for such termination by Town Founder, no other circumstances will terminate such option prior to the expiration of such twenty (20) year period.

3. Section 4.6 is hereby deleted and restated in its entirety as follows:

Section 4.6 Membership of Board of Directors. During the Appointment Period, the Board of Directors shall consist of three (3) Directors, and Town Founder shall have and hereby reserves the continuing right to appoint all three Directors during the Appointment Period. During the Appointment Period, the Town Founder reserves the right to mandate that at least one member of the Board of Directors be a licensed architect, to be known as the town architect (“**Town Architect**”). If a Town Architect is deemed necessary by the Town Founder, the Town Founder shall appoint such member to the Board of Directors. The fees to pay for the services of the Town Architect shall be included as part of the budget for the Association. After the expiration of the Appointment Period, the Board of Directors shall consist of five (5) Directors. The Members shall have the right to elect at large two (2) Directors. Additionally, each of the three (3) Sub-Associations shall appoint one (1) representative from its board of directors as a Director of the Association. The board of directors of each Sub-Association will decide among themselves who from the Sub-Association board will serve on the Board of Directors of the Association. The “**Appointment Period**” shall mean the period of time commencing as of the date of Recordation of this Declaration and continuing until the earliest occurrence of one of the following events: (a) such time as all Residential Lots in the Residential Property have been sold to Persons other than Town Founder; or (b) such date as Town Founder shall unanimously vote to voluntarily relinquish its right to appoint such three (3) Directors; or (c) December 31, 2029.

All references to the defined term “Appointment Period” as used in the Master Declaration are hereby amended to convey this definition.

4. Section 5.21 is hereby deleted and restated in its entirety as follows:

5.21 Power to Employ Managers. The Association shall have the power to retain and pay for the services of a Manager or Managers to undertake any of the management or Association Functions, for which the Association has responsibility under this Declaration or any applicable Supplemental Declaration, to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to any such Manager. Any such contract or agreement shall be for a term of no more than three (3) years, but may be subject to renewal for succeeding terms of no more than three (3) years each. Notwithstanding any delegation to a Manager of any duties, powers or functions of the Association, the Association and the Board of Directors shall remain ultimately responsible for the performance and exercise of such duties, powers and functions.

5. Section 11.4 is hereby deleted and restated in its entirety as follows:

11.4 Required Consent of Town Founder to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration or any addition hereto or any other amendment to the Declaration shall not be effective unless Town Founder has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Town Founder of any certificate of amendment or repeal. The foregoing requirement for consent of Town Founder to any Amendment or repeal of any provision of this Declaration shall terminate at (a) such time as all Residential Lots in the Residential Property have been sold to Persons other than Town Founder; or (b) such date as Town Founder shall voluntarily relinquish such right; or (c) December 31, 2029.

6. To the extent the terms of this Amendment conflict with the terms of the Master Declaration, Supplemental Declaration, Articles of Incorporation & By-Laws of Magnolia Square Property Owners' Association, Inc., the Master Plan and Design Code, any other documents governing this property or any amendments or supplements thereto, the terms of this Amendment shall control.
7. Except as amended and modified herein, the Master Declaration remains in full force and effect.

Signatures on Following Pages

IN WITNESS WHEREOF, Town Founder has executed this First Amendment to Master Declaration for Magnolia Square in Baton Rouge, Louisiana on October 8th, 2014, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

Witnesses:

Amanda Walker
Name: Amanda Walker

J. Pierce
Name: Joey Pierce

Town Founder:

The Village at Magnolia Square LLC

By: [Signature]
James H. Nunnally, Authorized Member

By: [Signature]
W. Steele Pollard, Authorized Member

Amy Tycer Smith
Notary Public
Name: Amy Tycer Smith
Bar Roll Number: Notary #78079