

ACT OF RESTRICTIONS FOR ASCOT SUBDIVISION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 20th day of November, 1992, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

ASCOT DEVELOPMENT CORPORATION, a Louisiana corporation having its principal place of business at 5800 One Perkins Place, Suite 6A, Baton Rouge, LA, 70808, herein represented by ROBERT P. BREAZEAL, JR. its Secretary duly authorized by a resolution of the Board of Directors of said corporation, attached hereto (hereinafter referred to as the "Developer")

who did depose and say that Developer is the owner of the following real property to wit:

Fifty (50) lots or parcels of ground, together with all other buildings and improvements thereon, and all of the component parts thereof, situated in the Parish of East Baton Rouge, State of Louisiana, in that subdivision known as Ascot, First Filing and being more particularly designated according to the "Final Plat of Ascot First Filing, (being a subdivision of Tracts H and K of the Tessier and Cyrus H. Dehart property), located in Section 98, T-7-S, R-1-E and Section 50, T-7-S, R-2-E, East Baton Rouge Parish, Louisiana, for Ascot Development Corporation" made by Rodi and Songy, Inc., Consulting Engineers and Land Surveyors, dated August, 1992, which plat was filed of record on November 17, 1992, as Original 928, Bundle 10354 in the Official Records of the Clerk and Recorder for East Baton Rouge Parish, as Lot Number One (1) through Fifty (50) both inclusive, Ascot, First Filing, said Lots having the measurements and dimensions and being subject to those servitudes and building set back lines as shown on the above described subdivision map (the "Property").

The Developer hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following servitudes, restrictions, reservations, covenants and conditions which are for the purpose of protecting the value and desirability of the Property, and which covenants shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

I.
DEFINITIONS

1.1 "Property" or "Properties" shall mean and refer to that certain real property described above or together with such additional real property as may by subsequent amendment be added to and subjected to this Act of Restrictions. For example, Developer contemplates the development of Ascot, Second Filing (and perhaps other filings) which will be subject to this Act of Restrictions by amendment.

1.2 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of any Common Area and streets dedicated to the public for public use.

1.3 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows: None.

1.4 "Developer" shall mean and refer to Ascot Development Corporation and to its successors and assigns.

1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities including the Developer, of fee simple title to any Lot. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

1.6 "Ascot" or "Subdivision". The entire Ascot Subdivision, including all Filings constructed or planned.

1.7 "Restrictions" shall mean the entire body of this document entitled "Act of Restrictions for Ascot Subdivision".

1.8 "Association" shall mean the Ascot Homeowners Association.

1.9 "Committee" shall mean the Architectural Control Committee for Ascot Subdivision.

2. PURPOSE

2.1 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 the community. The Property is hereby subject to the obligations, covenants, restrictions, reservations, servitudes, liens and charges herein set forth, including without limitation the assessment and penalty provisions, to insure the best use and most appropriate development and improvement of each Lot; to protect the Owners of Lots against improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to prohibit the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the proper location and erection of attractive homes on Lots; to prevent haphazard and inharmonious improvements on Lots; to secure and maintain building setback lines; and in general to provide adequately for quality improvements of the Property and thereby enhance the values of investments made by the Developer and purchasers of Lots.

2.2 Nature and Extent. All obligations, covenants, restrictions, servitudes and conditions of these restrictions are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition and to pay any assessments shall be also the personal obligation of the Owner of a Lot in favor of the Owners of other Lots. The property and all portions thereof shall be conveyed, transferred and sold by any Owner 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. It is the intent and purpose of these restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Architectural Control Committee of Ascot Subdivision ("Committee") of proposed plans for improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval for proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these Restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these Restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

ARCHITECTURAL CONTROL

3.1 Formation and Purpose. To carry out the general plan of development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots, the Developer does hereby establish and designate the Architectural Control Committee of Ascot Subdivision ("the Committee") to perform the duties set forth below.

3.2 Committee Membership. The Committee shall eventually consist of three (3) members who shall be elected annually, when and how decided by the Owners by an affirmative vote of a majority of all the Owners. However, until at least ninety percent (90%) of the Lots in all existing and/or planned filings in Ascot Subdivision have been built, completed, and transferred to Owners who will occupy the homes as their principal residences (unless the Initial Committee previously resigns without designation of a designee or successor), the Committee shall consist of two (2) members or representatives of Ascot Development Corporation (the "Initial Committee"), or their designees or successors. The Developer may voluntarily relinquish control of the Committee to the Ascot Homeowners Association (after it is formed), at any time it may choose.

3.3 Submission of Plans. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner of a Lot shall submit to the Committee two sets of plans and specifications for the construction, remodeling of all residences, garages, buildings, fences and walls, swimming pools, greenhouses, and other significant improvement. No work may commence on any Lot until the approval of such plans has been given by the Committee. No building on any Lot may proceed except in accordance with submitted plans as approved. No building on any Lot may become or continue to be occupied while there exists on such Lot any construction or activity not in accordance with these Restrictions. Such Plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Committee or to all other Committee members. The following must be submitted:

- A. A copy of the plans or drawings and specifications which show all exterior and interior materials, finishes and designs, including elevations of all four sides of the building, and a Lot drainage plan; and
- B. A plot plan showing the location of all improvements on the Lot.

Any other proposals to be brought before the Committee shall be submitted in writing in detail.

3.4 Review of Plans. The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within thirty (30) days of submission. Failure of the Committee to act upon properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof. If construction is not commenced within six (6) months from the date of approval of the plans or proposals, then the approval is void.

3.5 Standards for Review. The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. The Architectural Control Committee may issue from time to time a manual containing guidelines for use by builders and homeowners in the selection of concepts, design techniques and/or materials/finishes for construction within the development. These guidelines shall be utilized by the Architectural Control Committee in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Architectural Control Committee may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants.

3.6 Finality of Decision. The decisions of the Committee shall be in their sole discretion and shall be final, binding and nonappealable.

3.7 Variances. The Committee, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems are appropriate, including a reduction of the required square footage not to exceed ten percent. Any plans on which waivers or deviations are approved must be signed by all members of the Committee.

3.8 Indemnification. Each member of the Committee shall be indemnified by the Owners of Lots against all liabilities and expenses, including counsel fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Committee at the time such expenses are incurred, unless the member of the Committee is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

3.9 Landscaping. Prior to the date of occupancy of any home on a Lot (the "Landscape Completion Date") the Lot Owner shall complete a certain amount of landscaping to the Lot, to include:

- a) grass sod of at least the front yard (and side yard facing the street if a corner lot), and
- b) Some beds and or planting along any side of the house facing a street.

Any Lot Owner who does not complete said landscaping prior to the Landscape Completion Date shall pay a fine of \$300 to the Developer (or the Association if formed) for each thirty (30) day period the landscaping is delayed beyond the Landscape Completion Date. The Developer (or the Association if formed) shall have lien rights to enforce payment of such fine.

3.10 Completion of Improvements. Prior to a Lot Owner obtaining a Certificate of Occupancy from the Department of Public Works of East Baton Rouge Parish for any improvements on a Lot (the "Certificate of Occupancy Date"), a Lot Owner must complete the improvements in accordance with the plans and specifications previously submitted to and approved by the Committee (failure to do so being hereinafter referred to as "Noncompliance"). In the event of Noncompliance, the Committee may give notice of such to the Lot Owner and, if such Noncompliance deficiencies are not corrected in full within thirty (30) days after such notice (the "Fine Date") then the Lot Owner shall be assessed and shall immediately pay a Fine of \$500 to the Developer (or the Association if formed) for each thirty (30) day period of Noncompliance beyond the Fine Date. The Developer (or Association if formed) shall have lien rights to enforce payment of such fine. If no notice of Noncompliance is sent the Lot Owner within sixty (60) days after the Certificate of Occupancy Date, then such improvements shall be deemed to have been completed in compliance with the plans and specifications previously submitted to and approved by the Committee.

4. RESTRICTIONS

4.1 Residential Use. All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these Restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory buildings, shall be built or constructed on each Lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La. R.S. 28:477 or "special home" as defined in Section 2.110 of the City-Parish Zoning Ordinances), shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such. No more than one single family residence may be constructed on any Lot. The owner of any two (2) or more adjoining lots which front on the same street may erect a single family residence on said Lots, in which case the two lots shall be considered as one Lot for the purposes of these Restrictions except for voting purposes.

4.2 Resubdivision of Lots. No resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee, after the Committee has approved of such decision by majority vote.

4.3 Approval of Plans by Architectural Control Committee. Prior to commencement of any work on a Lot, including any grading or clearing thereof (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Section 3 of these Restrictions.

4.4 Minimum Sizes of Residences. The minimum size of a residence is to be computed on the basis of the square footage area that is mechanically heated and cooled. These living area square footages exclude garages, carports, breezeways, open porches, terraces, patios and overhanging eaves.

The minimum size requirements are as follows:

- (a) For single story houses, the minimum heated area shall be 1,500 square feet.
- (b) For all story and one half houses and two story houses, the minimum living area shall be increased by 200 square feet.

4.5 Building Setback Lines. Unless approved in advance by the Committee (and provided that the placement on said Lot does not violate any zoning or subdivision ordinances or regulations), no residence, car storage structure or outbuilding shall be built nearer than five (5) feet to the sideline of a Lot, except as may otherwise be shown on the official final plat of the Subdivision. Front and rear minimum building setback lines shall be in accordance with the official subdivision plat and in accordance with the Subdivision Regulations and Zoning Ordinances of East Baton Rouge Parish, Louisiana.

4.6 Car Storage. Garage or carports shall accommodate not less than two or more than four cars. Garages or carports shall be located in the back half of the Lot and load from the side or rear and shall not face any street bordering the Lot, except garages constructed on corner Lots which may face (open to) the street on the long side of the Lot.

4.7 Configuration on Lot. Any house built on any corner lot in the Subdivision must face the street with the least amount of linear footage along the lot. All other houses must face the street on which they border.

4.8 Driveways. Driveways shall be constructed of concrete. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways.

4.9 Servitudes and Rights of Way. Servitudes and right of way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat of the Property, are dedicated to the perpetual use of the public for such purposes. Existing servitudes as shown on the official final plat are subject to limited usage by Lot Owners as shown by the dedication language contained on the official final plat and as set forth herein.

4.10 Single Residence. No trailer, basement, shack, garage, garage apartment, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently, except that garage apartments may be occupied as a residence for domestic servants for, or family members of, the occupants of the main residential premises. No structure may be occupied as a residence until its exterior is completely finished.

4.11 Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred, or maintained otherwise in accordance with law.

4.12 Refuse. No trash, ashes or any other refuse may be thrown or dumped on any vacant Lot. No building materials may be stored on any Lot except during the construction period of a residence thereon.

4.13 Lot Maintenance. Until the Lot is initially cleared, the Lot Owner shall clean and mow an area from the street curb to six feet behind any sidewalk on the Lot. After a Lot is initially cleared, the Lot Owner thereof shall keep the grass, weeds and vegetation on said lot mowed at regular intervals so as to maintain the same in a neat and attractive manner. If the Lot is not mowed and kept clean by the Lot Owner, then said Lot may be mowed monthly by the Developer (or its designee or the Association if formed) and the Owner of such Lot shall be billed \$25 per mowing.

4.14 Sewerage. No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system until the design for that method of treatment and disposal has been approved by the East Baton Rouge Health Unit.

4.15 Commercial, Noxious or Offensive Activities. No commercial, business, trade, noxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This restriction, however, shall not prohibit a builder from erecting temporary warehouses and/or offices on any Lot during the construction of houses on the same Lots. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. An exception to this paragraph is that the Developer (or its designee) may have a construction and/or sales office in the Subdivision.

4.16 Signs. No signs of any kind or description, other than "Real Estate For Sale" signs and signs designating those involved in the construction of any residential homes in the Subdivision (all not exceeding five square feet in size), shall be displayed on any Lot. The Developer is excepted from this restriction.

4.17 Fences. No fence or wall shall be constructed nearer to the street than the appropriate building setback lines. No fence or wall shall be constructed nearer to the street on which the house faces than the front of the house, regardless of setback lines provided herein. No fence or wall shall exceed six (6) feet in height. Chain link fences are prohibited. If wood fences are erected using metal posts, such metal posts shall not be visible from any neighboring property or from any street. Wooden fences shall be made of cedar, cypress, redwood or other natural material of similar appearance if approved by the Committee prior to commencement of construction. An exception to this paragraph shall be any chain link where required by law along any drainage servitude, which shall be allowed.

4.18 Satellite Dishes. A Television Satellite Dish may be installed on any Lot provided that it is located within the rear twenty five (25) feet of the Lot and is surrounded by a solid fence not less than five (5) feet tall. The Architectural Control Committee must approve the location of any Satellite Dish.

4.19 Mailboxes. The Developer will designate a type of mailbox, including mounting post (the "Ascot Mailbox"), as to design, construction, material and color, to be used for all lots in the Subdivision. When a house is built on any lot, the Owner thereof shall only use an Ascot Mailbox, the purchase and maintenance thereof to be the sole responsibility and at the cost of each respective Owner.

4.20 Parking, Trailers and RV's. No house trailers, recreational vehicles, trailers, school buses, boats, motor homes, commercial vehicles, or trucks shall be kept, stored, parked, repaired or maintained on any Lot, street, servitude or right of way, in such a manner as to be visible from the street on which the Lot fronts.

4.21 Antennas, Outside Lighting and Outside Sound. No outside above ground lines, outside television antennas, radio antennas, or hanging devices shall be allowed without the prior written consent of the Committee. Antennas will under no circumstances be allowed to be placed in front of the farthest front extension of the residence or garage on any Lot. Construction, location and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Committee.

4.22 Fireplace Flues. Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be screened from view with brick, stucco or wood.

4.23 Gardening. No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

5.

HOMEOWNERS ASSOCIATION

5.1 Organization. The Ascot Homeowners Association (the "Association") may only be formed by the Developer and shall be formed by the Developer when ninety (90%) percent of all lots, either developed or proposed by the Developer to be added to the Property, are sold to Owners other than Developer. Only the Developer may form the Association and there shall be only one Association that shall have jurisdiction over the Property and all additions thereto.

5.2 Membership and Voting. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. All Owners, including Developer, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for any Lot owned by multiple parties shall be exercised as the members of the Owner thereof among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

5.3 Responsibilities. It will be the responsibility of the Association to:

- A. Elect officers to conduct the affairs of the Association.
- B. Enforce all covenants and restrictions herein contained.
- C. Serve and represent the Owners in any public matter or public hearing affecting the Subdivision.
- D. Provide maintenance of the Subdivision entrance, the Subdivision sign and any other areas or items so approved by the Association.
- E. Act in any other capacity or matter in which the Owners of the majority of the Lots vote.

6.

ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation for Assessments and Dues. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to agree to pay the Association annual and special assessments, dues or charges, only to be established and collected as provided in these Restrictions. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is

made. Each such assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

6.2 Purpose of Assessments and Dues. The assessments and dues levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, for security of the Subdivision, and for the maintenance of the Subdivision entrance and sign, and any other areas or items so approved by the Association.

6.3 Establishment of Assessments and Dues. The assessments and/or dues shall be established by an affirmative vote of a majority of the votes of the total membership as indicated hereinabove.

6.4 Notice Regarding Assessments. Written notice of any meeting called for the purpose of taking any action, including establishing or changing assessments or dues, shall be sent to all Owners not less than 15 days nor more than 30 days in advance of the meeting. The presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. In the event a quorum is not present at a duly called meeting, the meeting shall be adjourned. Thereafter, written notice of a second meeting shall be given as set forth in this paragraph and a quorum shall not be required.

6.5 Assessment Rate. Both annual and special assessments shall be fixed at a rate of (25%) for unoccupied Lots and 100% for occupied Lots and may be collected on a monthly basis.

6.6 Default. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may sue the Owner to pay the same or record and/or foreclose the lien against the property. In such a case, such Owner shall be responsible for twenty percent (20%) attorney's fees and all costs of court or recording and cancellation charges. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

6.7 Subordination. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the Property or any Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.

GENERAL PROVISIONS

7.1 Strict Interpretation of Restrictions. These Restrictions, including all obligations, covenants, Restrictions, servitudes and conditions, shall, to the maximum extent permissible by law, be strictly enforced, construed, and interpreted. No provision of these Restrictions shall be ignored. The letter of these Restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

7.2 Knowing Violation of Restrictions. In the event of a knowing or intentional violation of these Restrictions or in the event of a continuing violation of these Restrictions after receipt, by the violator or Owner of the Lot on which the violation occurs, of written notice of a violation, the party bringing a successful action to enforce these Restrictions by injunction, declaratory judgment, or otherwise shall be entitled to recover from the violator, or Owner of the Lot, reasonable attorney's fees to be fixed and awarded by the court.

7.3 Duration. These 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. After expiration of the initial twenty-five (25) year term, these restrictions shall be automatically extended for successive periods of ten (10) years.

7.4 Amendment. Prior to the formation of the Ascot Homeowners Association, these Restrictions may be amended at any time and for any purpose solely by the Developer without any requirement of a vote or consent in any way from the Owners of Lots. After the formation of the Ascot Homeowners Association and prior to the expiration of the initial twenty-five (25) years of the term of these Restrictions, an amendment to these Restrictions shall only be effective by the written act executed by the then Owners of seventy-five (75%) percent of all Lots subject to these Restrictions. After expiration of the initial twenty-five (25) year term of these Restrictions, these Restrictions may be amended by the Written act executed by the majority of the Owners of Lots. Notwithstanding anything herein above to the contrary, however, so long as the Developer is an owner of a Lot or Lots in the Subdivision, there shall be no amendment to these Restrictions without the written consent of the Developer on the amendment document.

7.5 Notices. Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as Owner on the public records at the time of mailing.

7.6 Enforcement. If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner, the Association or the Developer to prosecute any proceeding at law or in equity against such an Owner, the Association and the person or persons violating or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by a mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these restriction shall, in no event, be deemed to be a waiver of the right to do so thereafter.

7.7 Severability. Invalidation of any one of these reservations, restrictions, covenants or conditions by judgement or court order shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.

THUS DONE AND SIGNED in Baton Rouge, LA, on the day, month and year first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

Witnesses:

George L. Lefebvre
Byron W. Lefebvre

Ascot Development Corporation

By: *Robert P. Breazeale, Jr.*
Robert P. Breazeale, Jr., Secretary

E. L. Lefebvre

Notary Public
E. L. Lefebvre

r:\wp51\data\forms\ascot.res Notary Public, Parish of East Baton Rouge, State of La.
My Commission is issued for life.

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FILED AND RECORDED
EAST BATON ROUGE, PARISH, LA.

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DOUG WELBORN
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY *Robert P. Breazeale, Jr.*
DEPUTY CLERK & RECORDER