

SECOND AMENDMENT TO
ACT OF RESTRICTIONS FOR ASCOT SUBDIVISION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE


BE IT KNOWN that on this 9th day of July, 2018, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

The Ascot Homeowners Association Inc., a Louisiana corporation having its principal place of business at P.O. Box 77852, Baton Rouge, LA 70879, herein represented by Ann C. Sperry, its duly authorized President, by a resolution of sixty-one percent (61%) of the current lot owners and the Board of Directors of said corporation (hereinafter referred to as the "Board")

who did depose and say that the Board to wit:

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Representing the one hundred sixteen (116) lot owners in the subdivision has, by authority of the By-Laws of the Ascot Homeowners Association and Act of Restrictions for Ascot Subdivision does amend both the original Act of Restrictions for Ascot Subdivision executed November 20, 1992 and the First Amendment to the Acts of Restrictions for Ascot Subdivision on January 21, 1993, both filed of record with the Clerk of Court and Recorder for East Baton Rouge Parish, on November 20, 1992 and January 21, 1993 respectively as Original 900, Bundle 10355 (the "Restrictions"); and First Amendment to the Acts of Restrictions for Ascot Subdivision.

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER
CUSTOMER PROVIDED COPY FOR
CERTIFIED TRUE COPY
BY 
DEPUTY CLERK AND RECORDER

WHEREAS, Article 7.4 of the Restrictions provide that, after the expiration of the initial twenty-five (25) year term of these restrictions, the restrictions may be amended by written act executed by the majority of the Owners of Lots; and

WHEREAS, Ascot Homeowners Association was formed October 17, 1994;

NOW, THEREFORE, the Act of Restrictions is hereby amended as follows:

1. Article 1.3 of the Restrictions is hereby amended in its entirety to read as follows:

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: Lot A and Lot B of the Ascot Subdivision.

2. Article 3.1 of the Restrictions is hereby amended in its entirety to read as follows:

3.1 Purpose. To carry out the general plan of improvement of the Property, and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots, the Ascot Homeowners Association and Architectural Control Committee of Ascot Subdivision ("the Committee") will perform the duties set forth below.

3. Article 3.2 of the Restrictions is hereby amended in its entirety to read as follows:

3.2 Committee Membership. The Committee shall consist of three (3) members who shall be appointed annually, when and how decided by the Ascot Homeowners Association Board of Directors. Control of the Committee will be decided by the Association as set forth in Section 5 of these Restrictions.

4. Article 3.3 of the Restrictions is hereby amended in its entirety to read as follows:

3.3 Submission of Plans. Prior to the 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 Board. 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.

5. Article 3.4 of the Restrictions is hereby amended in its entirety to read as follows:

3.4. Review of Plans. The Committee may issue its written recommendation of approval or disapproval of such plans or proposals to the Board within thirty (30) days of submission by the Lot Owner. Within thirty (30) days of receipt of the Committee's recommendation, the Board will approve or disapprove the recommendation. The Committee will notify the Lot Owner within seven (7) days of the Board's decision. If construction is not commenced within six (6) months from the date of approval of the plans or proposals, then the approval is void.

6. Article 3.5 of the Restrictions is hereby amended in its entirety to read as follows:

3.5. Standards for Review. The Board of the Ascot Homeowners Association 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 conditions that 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 Board in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Board may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants.

7. Article 3.6 of the Restrictions is hereby amended in its entirety to read as follows:

3.6 Finality of Decision. The decisions of the Board shall be in their sole discretion and shall be final, binding and non-appealable.

8. Article 3.7 of the Restrictions is hereby amended in its entirety to read as follows:

3.7 Variances. The Board, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems are appropriate.

9. Article 3.8 of the Restrictions is hereby amended in its entirety to read as follows:

3.8 Indemnification. Each member of the Board/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 at the time such expenses are incurred, unless the member 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 may be entitled but shall be in addition to such other rights.

10. Article 3.10 of the Restrictions is hereby amended in its entirety to read as follows:

3.10 Completion of Improvements. A Lot Owner must complete the improvements in accordance with the plans and specifications previously submitted to and approved by the Board (failure to do so being hereinafter referred to as "Noncompliance"). In the event of Noncompliance, the Board 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 Ascot Homeowners Association for each thirty (30) day period of Noncompliance beyond the Fine Date. The Association shall have lien rights to enforce payment of such fine. If no notice of Noncompliance is sent the Lot Owner within sixty (60) days of project completion, then such improvements shall be deemed to have been completed in compliance with the plans and specifications previously submitted to and approved.

11. Article 4.1 of the Restrictions is hereby amended in its entirety to read as follows:

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. This includes but is not limited to use of any lot in the subdivision as an Airbnb. 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 that front 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.

12. Article 4.2 of the Restrictions is hereby amended in its entirety to read as follows:

- 4.2 **Re-subdivision of Lots.** No re-subdivision of one or more Lots shall be allowed.
13. Article 4.3 **Approval of Plans by Architectural Control Committee** (in its entirety) is hereby deleted in its entirety from the Restrictions.
14. Article 4.5 of the Restrictions is hereby amended in its entirety to read as follows:
- 4.5 **Building Setback Lines.** Unless approved in advance by the Board (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 plan of the Subdivision. Front and rear minimum building setback lines shall be in accordance with the official subdivision plan and in accordance with the Subdivision Regulations and Zoning Ordinances of East Baton Rouge Parish, Louisiana.
15. Article 4.10 of the Restrictions is hereby amended in its entirety to read as follows:
- 4.10 **Single Residence.** No trailer, basement, shack, garage, garage apartment, barn or other outbuildings shall at any time be used as a residence, temporarily or permanent, 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.
16. Article 4.12 **Refuse** (in its entirety) is hereby deleted in its entirety from the Restrictions.
17. Article 4.13 of the Restrictions is hereby amended in its entirety to read as follows:
- 4.13 **Lot Maintenance.** The Lot Owner shall keep the grass, weeds and vegetation on said lot mowed and maintained at regular intervals so as to maintain the same in a neat and attractive manner. The Lot Owner shall maintain landscaping and gardens in the same neat and attractive manner. The Lot Owner shall maintain appearance of the home including home exterior, shutters, windows, sidewalks, fences and gates in a neat and attractive manner. If the Lot or home is not mowed or maintained by the Lot Owner, then said Lot or home may be mowed and maintained semi-monthly by the Association and the Owner of such Lot shall be billed at the current market rate.
18. Article 4.15 of the Restrictions is hereby amended in its entirety to read as follows:
- 4.15 **Commercial, Noxious or Offensive Activities.** No commercial, business, trade, noxious or offensive activities shall be conducted on any Lot. This includes but is not limited to Airbnb rental of any home in the Ascot subdivision. Nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. 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 renovations, all debris shall be removed from the premises immediately.
19. Article 4.16 of the Restrictions is hereby amended in its entirety to read as follows:
- 4.16 **Signs.** No signs of any kind or description, other than "Real Estate For Sale" signs and signs designating those involved in the renovation of any residential homes in the Subdivision (all not exceeding five square feet in size), shall be displayed on any Lot during said "For Sale" or

renovation period. No signage of any type shall be placed on subdivision common areas with the exception of real estate "Open House" signs and only on the day of the open house. Said "Open House" signs must be removed from subdivision common area immediately upon end of the open house.

20. Article 4.17 of the Restrictions is hereby amended in its entirety to read as follows:

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 except those rear fences on perimeter lots that shall not exceed eight (8) feet. 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 Board prior to commencement of construction. Use of other fence material may be considered if approved by the Board. An exception to this paragraph shall be any chain link where required by law along any drainage servitude, which shall be allowed.

21. Article 4.18 of the Restrictions is hereby amended in its entirety to read as follows:

4.18 Satellite Dishes. The Board must approve the location of any Satellite Dish.

22. Article 4.19 of the Restrictions is hereby amended in its entirety to read as follows:

4.19 Mailboxes. Mailboxes and posts must be plain black, stand straight and set at regulation postal height. Posts and mailboxes must be kept clean.

23. Article 4.20 of the Restrictions is hereby amended in its entirety to read as follows:

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. Parking on the lawn of any lot at any time is prohibited irrespective of any waiver of any city or parish ordinance.

24. Article 4.21 of the Restrictions is hereby amended in its entirety to read as follows:

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 Board. 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 Board.

25. Article 4.21 of the Restrictions is hereby amended in its entirety to read as follows:

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. Flues must be capped and covered.

26. Article 5.1 of the Restrictions is hereby amended in its entirety to read as follows:
- 5.1 **Organization.** There shall be only one Association that shall have jurisdiction over the Property and all additions thereto.
27. Article 5.2 of the Restrictions is hereby amended in its entirety to read as follows:
- 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 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.
28. Article 6.1 of the Restrictions is hereby amended in its entirety to read as follows:
- 6.1 **Creation of the Lien and Personal Obligation for Assessments and Dues.** 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.
29. Article 6.3 of the Restrictions is hereby amended in its entirety to read as follows:
- 6.3 **Establishment of Assessments and Dues.** The assessments and/or dues shall be established by an affirmative vote of a majority of a quorum of the total membership as indicated herein.
30. Article 6.4 of the Restrictions is hereby amended in its entirety to read as follows:
- 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 thirty percent (30%) 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.
31. Article 6.5 of the Restrictions is hereby amended in its entirety to read as follows:
- 6.5 **Payment Percentage.** Both annual and special assessments shall be fixed at a rate of 100% for all lots and may be collected on a monthly basis.
32. Article 6.6 of the Restrictions is hereby amended in its entirety to read as follows:
- 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 one hundred percent (100%) of attorney's fees and all costs of court or recording and cancellation charges. No Owner may waive or otherwise escape liability for the dues or assessments provided for herein by non-use or abandonment of his Lot.

33. Article 7.4 of the Restrictions is hereby amended in its entirety to read as follows:

7.4 **Amendment.** After expiration of the initial twenty-five (25) years term of these Restrictions, these Restrictions may be amended by the Written act executed by the majority of the Owners of Lots.

34. Article 7.6 of the Restrictions is hereby amended in its entirety to read as follows:

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, or the Association 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 restrictions shall, in no event, be deemed a waiver of the right to do so thereafter.

35. Except as amended in this document, the Act of Restrictions for Ascot Subdivision remain the same and 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:

Ascot Homeowners Association, Inc.

Suzanne Fragnic

By: Ann C. Sperry
Ann C. Sperry, President

Barbara Lawson

Carol S. Spruell
Notary Public
Carol S. Spruell #77633



Ascot Homeowners Association, Inc.


Post Office Box 77852 Baton Rouge, LA 70879

Statement of Attestation

I, Regina Gautreaux, Secretary of the Ascot Homeowners Association, am authorized to execute this document on behalf of Ascot Homeowners Association, Inc. I hereby attest that pursuant to Article 7.4 of the Act of Restrictions for Ascot Subdivision the majority of Owners of Lots have approved the Second Amendment to the Act of Restrictions for Ascot Subdivision. By written act, seventy-nine (79) of the Owners of Lots voted on the Second Amendment to the Act of Restrictions for Ascot Subdivision with seventy-one (71) voting in favor of and eight (8) voting against. There is a total of one hundred sixteen (116) Owners of Lots in Ascot Subdivision and those seventy-one (71) voting 'in favor of' represent sixty-one (61%), a majority. The signed voting ballots are in the possession of the Ascot Homeowners Association Board of Directors.

I declare that the above statements are true and accurate to the best of my knowledge, information and belief.

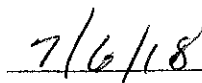
Sincerely,



Regina Gautreaux

Secretary

Ascot Homeowners Association


Date

Board: President: Ann Sperry - Vice President: Mike Morgan - Treasurer: Richard Ober, Jr.-
Secretary: Regina Gautreaux - Member at Large: Linda Wilson