

**SUPPLEMENTAL AND AMENDING  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
HIGHLAND OAKS SUBDIVISION PH. I, II, and III**

**(A Residential Subdivision)**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF ST. CHARLES**

**BE IT KNOWN**, That on this 17<sup>th</sup> day of the month of April, 2007, in the year of Our Lord, two thousand and seven:

**BEFORE ME**, the undersigned, Notary Public, duly commissioned and qualified in and for the Parish of St. Charles, Louisiana, therein residing, and in the presence of the undersigned good and competent witness;

**PERSONALLY CAME AND APPEARED:**

**LANDCRAFT, INC.**, a corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana, and has its registered office at 107 Fairway Drive, LaPlace, LA 70068, appearing herein through its duly authorized officer, Joseph M. Scontrino, III; (hereinafter referred to as the "Declarant" or "Developer").

**WHEREAS**, Declarant has previously recorded a Declaration of Covenants, Conditions and Restrictions, Highland Oaks Subdivision dated May 3, 2006 and recorded at COB 668, Folio 403, Entry No. 317933 and desires to replace those Declaration of Covenants, Conditions and Restrictions with these Declaration of Covenants, Conditions and Restrictions and accordingly hereby files these Supplemental and Amending Declaration of Covenants, Conditions and Restrictions for Highland Oaks Subdivision Phases I, II, and III.

**WHEREAS**, Declarant is the owner of **Highland Oaks subdivision Phase I, II, and III**, situated in the Parish of St. Charles, State of Louisiana, which are more particularly described as Lots 1 through 34, and Lots 52 through 125, including Parcel A on the survey annexed hereto as Exhibit A (collectively hereinafter referred to as the "Property").

**WHEREAS**, Declarant desires to provide for the preservation of the values and amenities in said residential community and to this end, desires to subject the immovable property described hereinabove, to the covenants, restrictions, servitudes and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

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

**ARTICLE I**  
**DEFINITIONS**

1.1 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of the Properties, including anyone purchasing to resell but excluding those having such interest merely as security for the performance of an obligation.

1.2 "**Properties**" shall mean and refer to those certain Lots in Highland Oaks Subdivision, described above, subject to the reservations set forth herein and in the subdivision maps and final plats, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

1.3 "**Lot**" shall mean and refer to any lot of land as described above.

1.4 "**Architectural Review Committee**" shall mean and refer to the Architectural Review Committee of Highland Oaks Subdivision, as set forth in Article V hereunder.

1.5 "**Park or Green Space**" shall mean the area(s) designated as such on the final recorded plat.

1.6 "**Restrictions**" shall mean this Declaration of Covenants, Conditions and Restrictions.

1.7 "**Improvements**" shall have the meaning as provided in Section 5.2 and shall include all buildings and other constructions permanently attached to the Property and includes the residence and any detached garages, cabanas, pool houses, or storage buildings.

1.8 "**Common Area**" shall have the meaning of all areas described on the final recorded plat that benefit the association and any future properties or common areas annexed or included by the developer including any Green Space.

1.9 "**Annexable Property**" shall have the meaning as provided in Section 2.5 and shall include only those properties the developer in his sole discretion annexes into this association.

1.10 "**Entry**" shall mean the property including all improvement, walls, fences, landscaping and signage.

1.11 "**Entrance and Community Signage**" Signs are provided by the developer in and around the community for both informational and aesthetic reasons. These signs initially installed and those added at future dates by the Homeowners' Association shall be maintained by the Association at the expense of the Association in locations as needed throughout the community (Subdivision Phase I, II and III). It is prohibited that any resident move, change or damage signs, installed by the Homeowners' Association or developer.

1.12 "**Community Fencing**" shall refer to those fences that are erected for the benefit of the community.

**ARTICLE II**

**SERVITUDES, DEDICATIONS, RESERVATIONS AND RESTRICTIONS**

2.1 **Existing Servitudes, Dedications, Reservations and Restrictions.**

The recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations set forth therein, the streets and servitudes shown thereon, and such recorded subdivision maps of the Properties further establish certain restrictions applicable to the Properties. All servitudes, dedications, reservations and restrictions shown on the recorded subdivision maps and final plats of the Properties and all grants and dedications of servitudes and related rights affecting the Properties are incorporated herein by reference and made a part hereof as if fully set forth herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof, whether specifically referred to therein or not.

## **2.2 Changes and Additions.**

Developer reserves the right, without the consent of any Owner or other person or entity, (a) to make changes in and additions to the servitudes shown on the recorded subdivision maps of the Properties for the purpose of most efficiently and economically installing the improvements, and (b) to grant, dedicate, reserve or otherwise create, at any time or from time to time, servitudes for public utility purposes, (including, without limitation, cable TV, gas, electricity, telephone and drainage) in favor of any person or entity furnishing or to furnish utility service to the Properties, along and on either or both sides of any side Lot line, which such servitudes shall have a maximum width of ten feet (10') on each side of such side Lot line. Developer further has the right to change, modify, amend or dissolve any or all provisions set forth by the covenants. This right to amend, change, modify or dissolve shall remain in effect until such time as 100% lots have been sold.

## **2.3 Installation and Maintenance of Utilities.**

There is hereby created a servitude upon, over and under all of the Properties within the public utility servitude for ingress thereto and egress therefrom in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this servitude, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereon, on, above, across and under the Properties within the public utility servitude from time to time existing and from service lines situated within such servitudes to the point of service on and in any structure. Notwithstanding anything contained in this paragraph, no sewer lines, electrical lines, water lines, or other utilities or appurtenances thereto within the public utility servitude may be installed or relocated on the Properties until approved by Developer. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other Lots.

## **2.4 Servitude Surface Areas.**

The surface of servitude areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, the utility companies furnishing services shall have the right to remove or trim all trees, shrubs or any other obstruction situated within the utility servitudes shown on the subdivision maps of the Properties. Neither the Developer nor any supplier of any utility or service using any servitude area shall be liable to any Owner for any damage done by them, or by their respective agents, employees, servants or assigns, to lawns, shrubbery, trees, flowers or any other property of the Owner located within the servitude areas as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

## **2.5 Staged Development**

(a) As of the date hereof, the Lots and Common Area of the Property are the only portions of real property covered by this Declaration. In the event Declarant determines at any time and from time to annex either or all of the additional property so described in Exhibit B – Annexable Property attached hereto and made a part hereof (“the Annexable Property”), into the coverage of this Declaration, then and in such event, Declarant shall file notice of such event, Declarant shall file notice of such intention with Parish Recorder.

(b) In the event Declarant determines not to subject any of the Annexable Property to this Declaration, then the Property shall be the only property so affected by this Declaration.

(c) In the event Declarant determines at any time and from time to time to subject any portion or all of the Annexable Property to this Declaration, then and in such event, such property included shall, for all intents and purposes, become a portion of Property, as defined above, as of the date of filing for such inclusion as set forth above. Further, in the event Declarant subjects any portion of all the Annexable Property to this Declaration, then the common area of such additionally included Annexable Property shall be deeded by Declarant to the Association; and the lots situated in the Annexable Property shall be governed and controlled, as of the date of such inclusion, by the terms of this Declaration. In addition, the Construction and Sale Period, as defined above, shall be extended to cover the development and the sale period of the additional lots and/or residential dwellings in such Annexable Property. The Owner of any lot in such additionally included Annexable Property and his rights and obligations with respect to the Association, voting rights or otherwise, shall also be governed by the terms of this Declaration and the Articles of Incorporation and the bylaws of the Association as of the date of such inclusion. Notwithstanding any provisions herein the contrary, Declarant may subject any portion or all of the Annexable Property to this Declaration for as long as Declarant owns any of the Property.

(d) Declarant, or its developer successors, assigns or legal representative, may in its sole discretion, at any time and from time to time, delete all or a portion of the Property then owned by Declarant, including any annexed property, from coverage under this Declaration and the jurisdiction of the Association provided that a Declaration of Deannexation, with respect to such property, is recorded with the Parish Recorder.

### **ARTICLE III**

#### **PROPERTY RIGHTS**

##### **3.1 Owner's Easements of Enjoyment.**

Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to suspend a Member's voting rights and right to the use of community or other facilities owned or operated by the Association for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (i) an instrument of agreement to such dedication or transfer, signed by fifty-one percent (51%) of all the votes entitled to be cast by the Members of the Association is properly recorded with the Parish Recorder and (ii) written notice of proposed action under this provision is sent to every Owner and Lienholder not less than thirty (30) days prior to the date the proposed action can take place.

### **ARTICLE IV**

#### **USE RESTRICTIONS**

##### **4.1 Single Family Residential Construction.**

No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind (including, but not limited to, dentist's offices, doctor's offices, nurseries, clinics and law offices), nor for commercial or manufacturing purposes.

##### **4.2 Dwelling Size.**

(a) No building erected, altered or placed on any lot covered by this declaration shall exceed two (2) stories in height, nor exceed thirty-eight (38') feet in height. The ground floor living area of the main structure, exclusive of open porches, carports, garages or patios, shall not be less than fourteen hundred (1,400) square feet for a one-story dwelling, nor less than one thousand (1,000) square feet for a two-story dwelling. Minimum living area, exclusive of carports, garage, patios or open porches, is fourteen hundred (1,400) square feet.

(b) No dwelling shall be erected without providing for a minimum two car garage. Carports are permitted subject to receiving approval of the Architectural Review Committee. Carports, if constructed, shall be designed such as that they are integrated satisfactorily with the dwelling and its surroundings. The Architectural Review Committee will have final approval. Model homes built by the developer and used during the initial sales period of Highland Oaks may vary from this provision subject to providing off-street parking for two cars.

(c) Two vehicle off-street parking must be provided for all lots. Variations of this requirement are subject to approval of the Architectural Review Committee. Section 4.1 applies only to single family detached development.

**4.3 House Slab Elevation.**

The elevation of any concrete slab used in the construction of any dwelling shall be no greater than thirty-six (36") inches above the flood elevation height established by the Federal Emergency Management Authority and St. Charles Parish Planning and Zoning Board unless an approved site drainage plan is provided. In non-flood zone area a minimum of 18" above curb is required unless the use of drop brick shelves or pier foundation.

**4.4 Dwelling Cost and Quality.**

No dwelling, exclusive of open porches, carports, garages or patios, shall be erected or placed on any Lot at a cost of less than \$55.00 per square foot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same of better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. Accessory buildings, such as carports, utility sheds, storage sheds, green houses, etc., must be of substantially the same construction materials as that of the main dwelling and must be approved prior to construction. Buildings placed on the site must receive approval by the Architectural Review Committee.

No "Dome" style or "Log Cabin" style dwelling construction will be permitted.

**4.5 Location of Improvements.**

No building shall be located nearer to the front, side or rear Lot line of any lot designated below than the setbacks set forth herein below:

<b>FRONT LOT LINE SETBACK</b>	<b>SIDE STREET LINE SET-OFF</b>	<b>INTERIOR LOT LINE SET-OFF*</b>	<b>REAR LOT LINE SETBACK**</b>
20' Except for irregular lots	20'	5' one side 5' other side	20' 10' for out buildings

On corner lots, front Lot line designation shall be at the discretion of the Architectural Review Committee. In the event of a conflict, St. Charles Parish requirements take precedent.

Bay or dormer and other projecting windows, stairways, landings or other structural parts shall not project beyond the front building line, described in this Section 4.5. Cornices, spouting, chimneys, brackets, pilasters, grill work, trellises, and other similar projections and any projections for purely ornamental purposes may project beyond said front and side building lines, however not to exceed two (2') feet beyond said building lines.

#### **4.6 Composite Building Site.**

No residence shall be built on less than one (1) Lot as shown on the recorded subdivision map, except, however, that when any Owner wishes to buy more than one Lot in order to erect a larger permitted residential building, this may be done provided that said Lots are treated as one and the restriction applying to a single Lot are adhered to; and no resubdivision of Lots shall be done which would leave remaining a Lot of an area or width below the average standard Lots in that particular tract, as indicated on the aforementioned map of Highland Oaks Subdivision, as amended, or in violation of Section 4.7 hereunder.

#### **4.7 Lot Area and Width.**

No building shall be erected or placed on any Lot having a width of less than forty (40') feet at the minimum front setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than four thousand (4,000') square feet.

#### **4.8 Temporary Structures.**

No structure of a temporary character, such as a trailer, tent, shack, garage, barn or other outbuilding shall be used as any Lot at any time as a temporary or permanent residence. Temporary structures for construction related purposes must not be unsightly or offensive. Developer reserves for itself, and others with the consent of Developer, the right to erect, place and maintain temporary facilities upon any portions of the Properties it owns, as in its sole discretion may be necessary or convenient while selling Lots, or selling or may include, but not necessarily be limited to, sales and construction offices, trailers, storage areas, model units, signs and portable toilet facilities.

#### **4.9 Prohibition of Offensive Activities.**

No activity, whether for profit or not, shall be carried on upon any Lot where such activity is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot, which is or may become an annoyance or a nuisance to the neighborhood. If a complaint is received about a violation of this Section 4.9, the Architectural Review Committee shall be the final authority on the matter except where jurisdiction of local authorities would supersede.

#### **4.10 Storage of Automobiles and Other Vehicles.**

No trucks, trailers, automobiles bearing advertisements or their commercial vehicles shall be stored or parked on the streets except when making deliveries or performing repairs, construction or maintenance work. The parking of trailers, boats, and other vehicles, except passenger automobiles in operating order, will not be allowed on the Property unless properly screened, or unless the same is not visible to other Property Owners and from the streets. Passenger vehicles and automobiles owned by a resident shall be stored or parked on the Lot on an area paved to accommodate two vehicles parked side by side and not on the street. There shall be provided, as a minimum, a two car garage or carport with a sixteen (16') foot concrete parking apron. All carports must be approved by the Architectural Review Committee.

Variances to this section for reasons of lot design or dwelling design shall be at the discretion of the Architectural Review Committee.

#### **4.11 Mineral Operations.**

No oil drilling, development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. Nor derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

#### **4.12 Animal Husbandry.**

No animals, livestock, insects, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Nor more than three of each type pet will be permitted on each Lot. If common household pets are kept, they must be restrained or confined on the Owner's back Lot inside a fenced area or within the designated property lines of the Lot or within the house. When away from the Lot, pets must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris.

#### **4.13 Fences.**

There shall be no front yard fences or side yard fences erected between the front building line and the front property line. Side yard fences, when erected between the rear property line and the rear building line and rear yard fences shall be constructed of cedar, treated pine, redwood, brick or wrought iron and shall be maintained to the extent necessary to provide a neat appearance at all times. No barbed wire or other hazardous material shall be used in fence construction. All fence plans must be submitted to and approved by the Architectural Review Committee before installation. Any variance must be approved by the Architectural Review Committee in writing. In all cases any fencing installation must be in accordance with the ordinances of the parish of St. Charles. If there is any conflict with parish ordinances the parish ordinance shall prevail.

#### **4.14 Community Fencing.**

Fencing installed on Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 51, 52, 53, 54, 55, 56, 57, and 58 along the rear within the provided servitude shall be to the benefit of the community and therefore will be maintained by the Homeowners' Association who shall be responsible to the maintenance of the fence. Lot owners shall not alter in anyway the community fence or use such for any other activity as the fence is for the sole benefit of the association. The lot owners aforementioned who are affected shall be fined and or specially assessed for any damages to said fence that result from their acts. The Homeowners Association at its sole discretion shall determine required maintenance.

#### **4.14 Sight Distance at Intersections.**

No fence, wall hedge, shrub planting or other object which obstructs sight lines at elevations between two or six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. In all cases all installations or plantings must be in accordance with the ordinances of the parish of St. Charles. If there is any conflict with parish ordinances the parish ordinance shall prevail.

#### **4.15 Lot and Dwelling Maintenance.**

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall edge the street edges that run along the property lines. No Lot shall be used for the storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited. The Owners or occupants of any Lots where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure to screen the following from public view: hanging clothes, yard equipment, wood piles or storage piles, which are incident to normal residential requirements of a typical family. The outside of the dwelling structure shall be maintained in neat and orderly manner. No window air-conditioning and/or heating units, tin foil, or other unsightly objects shall be placed or allowed to remain in windows visible to front public view.

#### **4.16 Garbage and Refuse Disposal.**

No Lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

#### **4.17 Water and Sewerage.**

No individual sewerage disposal system shall be permitted on any Lot. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line.

#### **4.18 Signs, Advertisements, Billboards.**

Except for signs owned by Developer, or Builders advertising their homes during the period of original construction and home sales (which signs shall be subject to the control of the Architectural Review Committee as to size, form and duration of use) no sign, political advertisement or billboard or advertising structure of any kind other than one normal "For Sale" sign not to exceed five (5') square feet in total size may be erected or maintained on any Lot. Developer or its assigns will have the right to remove any sign, advertisement or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass. This section will not apply to developer, successors, or assignors during the initial sales and construction period of developing and building the subdivision.

#### **4.19 Radio, Television Antenna or Satellite Dish.**

No radio, television aerial, wire, antenna, or satellite dish shall be maintained on any portion of any Lot forward of the front building line of said Lot or on either side of the main dwelling. No antenna or satellite dish shall be placed in a position in the rear yard such that any portion of the antenna or satellite dish projects beyond the side lines of the main dwelling. In addition, no antenna or satellite dish shall be permitted to extend above the roof of the main residential structure on said Lot. Placement of any satellite dish must be approved by the Architectural Review Committee.

#### **4.20 Removal of Dirt.**

The digging of dirt or the removal of any dirt from any Lot is prohibited, except by developer or as necessary in conjunction with landscaping or construction of improvements thereon.

#### **4.21 Swimming Pools.**



Swimming pools, if and when erected, are to be approved by the Architectural Review Committee and must be of substantial and neat construction, and will only be permitted provided they are entirely surrounded by a fence not less than 72 inches in height and shall conform to all fence requirements contained herein. Swimming pools will only be allowed in rear yard areas and no part of the completed installation shall be built closer than ten (10') feet to either side property line and closer than ten (10') feet to the rear property line. In all cases swimming pools must be in accordance with the parish of St. Charles. If there is any conflict with parish ordinances the parish ordinance shall prevail.

#### **4.22 Basketball/Soccer Goals**

No permanent affixed goal shall be allowed in the front view of a lot, nor shall they be allowed in a temporary fashion to be placed in front view for over a five (5) hour period. This will also apply to corner lots where there is unprotected view. Rear located basketball courts or soccer goals are permitted subject to Architectural Review Committee approval of location. In no case shall a goal be placed within the front setback or side setback.

#### **4.23 Storage Sheds**

All storage sheds must be placed on a permanent slab and the design must blend with the surrounding house improvements. Plans must be submitted to the Architectural Review Committee.

### **ARTICLE V**

#### **ARCHITECTURAL REVIEW COMMITTEE**

##### **5.1 Committee Membership.**

The Architectural Review Committee shall be initially composed of three members appointed by the developer, the term "Architectural Review Committee" as used herein shall refer to the individuals appointed by the developer, their assigned as permitted herein, or the committee's designated representative(s). In the event of death or resignation of any member or members of Architectural Review Committee, the architectural committee shall appoint a successor member or members, and until such successor member or members have been appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Architectural Review Committee as herein provided, or to designate a representative with like right, authority and power.

##### **5.2 Approval of Building Plans.**

Except for construction and development by Developer, no building or other improvements shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvements have been approved in writing by the Architectural Review Committee of Highland Oaks Subdivision. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent shall be submitted to the Architectural Review Committee, or its designated representative, prior to commencement of construction. The Architectural Review Committee may require the submission of such plans, specifications, and plot plans, together with such other documents, as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Review Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Architectural Review Committee shall not be liable to any person for failure to approve or disapprove submitted plans and specifications. The Architectural Review Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive. The Architectural Review Committee shall have the right to modify, amend or waive setback requirements and any other requirements contained within these documents as long as the change does not lower

the minimum standard below that of the Parish of St. Charles. The Architectural Review Committee shall charge a review fee of \$200.00 to cover those expenses incurred. This fee may be increased to cover actual cost.

### **5.3 Minimum Construction Standards.**

The Architectural Review Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided however, that such outline will serve, as minimum guidelines and the Architectural Review Committee shall not be bound thereby.

### **5.4 Transfer of Authority to Homeowners Association.**

The duties, rights, power and authority of the Architectural Review Committee constituted hereby shall be assigned to the Highland Oaks Homeowners Association, as hereinafter provided, or if the Highland Oaks Homeowners Association has been dissolved or liquidated, then to the record owners of Lots other than Declarant on the date occurring two (2) years from the date of these Restrictions or such earlier date as may be chosen by the Declarant. From and after the date of such assignment, the Highland Oaks Homeowners Association or if no Highland Oaks Homeowners Association then to the majority vote of the individual lot owners other than Declarant, shall have the full right, authority and power and shall be obligated to perform the functions of the Architectural Review Committee as provided herein, including the right to designate a representative or representatives to act of it.

### **5.5 Privilege.**

The Declarant hereby imposes upon the Property and any Lot located therein the right of the Architectural Review Committee (or its successors) to impose and file in the mortgage records of St. Charles Parish a privilege against any Lot in accordance with LA R.S. 9:1145, as security for the failure of a Lot Owner to pay any dues, charges or expenses imposed upon such Lot Owner by the Architectural Review Committee. Additionally, all expenses incurred by the Architectural Review Committee (or its successors) in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or otherwise enforcing these Restrictions shall be the responsibility of the defaulting Lot Owner and the Architectural Review Committee, shall have the right in accordance with LA R.S. 9:1145 to file a privilege against any lot owned by the defaulting Lot Owner to recover the costs and expenses owed by such defaulting Lot Owner to the Architectural Review Committee.

### **5.6 Enforcement.**

The Architectural Review Committee (or its successor) shall give written notice to each Lot Owner at its last address registered with the Highland Oaks Homeowners Association of any violation of these Restrictions, and such Lot Owner shall have ten (10) days from the receipt of such notice to correct such violations. In the event a Lot Owner does not cure such violations within the ten (10) day period, then the Architectural Review Committee may (i) file suit to enjoin or restraint continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover damages for violations of these Restrictions and/or (iv) record a privilege against any Lot owned by a defaulting Lot Owner and then file suit to collect all amounts owed it and to enforce any privilege filed by the Architectural Review Committee. In the event a Lot Owner does not properly maintain its lot in accordance herewith, including but not limited to Section 4.15, the Architectural Review Committee or its employees, contractors or agents shall have the right to go upon such Lot, cause the Lot to be cleared, cleaned and mowed and have the grass, weeds and vegetation cut, when and as often as may be necessary in its judgement to keep the Lot in condition required by these restrictions. The Architectural Review Committee or its employees, contractors or agents shall have the right to go upon any Lot, whether or not the improvements have been constructed, to eliminate nuisance conditions, to mow lawns or trim shrubbery or to do anything necessary to maintain the aesthetic standards of such Lot for the benefit of the other Lot Owners at the sole risk, and expense of the Lot Owner violating these Restrictions. The failure of the Architectural Review

Committee to enforce any restriction, covenants, and conditions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction, covenant, or condition. Additionally, the Architectural Review Committee shall not have any personal liability or responsibility for its failure to enforce any restriction, covenants or conditions herein contained.

## ARTICLE VI

### HOMEOWNERS ASSOCIATION

#### 6.1 Homeowners Association.

In accordance with the provisions of La. R.S. 9:1145, et seq., Declarant, as owner of the Property, is creating the Homeowners Association (hereinafter the "Homeowners Association"), which is a Louisiana Nonprofit Corporation created under the provisions of La. R.S. 12:201, et seq. Upon the purchase of a Lot, a Lot Owner will become a member of the Homeowners Association.

#### 6.2 Duties.

The Homeowners Association will (i) maintain and oversee the maintenance and landscaping of the neutral grounds and other common areas located in the Property (ii) assist the Architectural Review Committee in policing these Restrictions and the ordinances of the Parish of St. Charles, including but not limited to enforcing the requirements provided in Section 4.15 and (iii) provide such other services as may be decided by the Board of Directors which relate to the aesthetics of the Property.

#### 6.3 Dues.

All Lot Owners except developer and/or assigns may be assessed quarterly dues in the amount of \$75.00 to pay for the activities of the Homeowners Association as determined by the Board of Directors of the Homeowners Association. Dues may be increased at the annual meeting of the Homeowners Association or at a special meeting called for such purpose in accordance with the By-laws of the Homeowners Association. Pre-payment of one year of dues is required at the time of transfer or sale of property.

#### 6.4 Lien Rights.

The Declarant hereby imposes upon all of the Lots the right of the Homeowners Association to impose and file in the mortgage records of St. Charles Parish a privilege against any Lot in accordance with La. R.S. 9:1145, as security for the failure of a Lot Owner to pay any dues, charges or expenses imposed upon such Lot Owner by the Homeowners Association. All expenses incurred by the Homeowners Association in maintaining a Lot caused by the failure of a Lot Owner to comply with these Restrictions or otherwise enforcing these Restrictions shall be the responsibility of the defaulting Lot Owner, and the Homeowners Association shall have the right in accordance with La. R.S. 9:1145 to file a privilege against any Lot owned by the defaulting Lot Owner to recover the costs and expenses owned by such defaulting Lot Owner to the Homeowners Association. Additionally, the Homeowners Association shall have the right in accordance with La. RS 9:1145 to file a privilege against any Lot owned by a Lot Owner as security for the repayment of any dues or other expenses owed by such Lot Owner to the Homeowners Association.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

#### **7.1 Terms.**

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the Owners of the Lots affected by these restrictions has been recorded agreeing to change or terminate said covenants in whole or in part.

#### **7.2 Enforcement of Restrictions.**

Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for any Lot Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and to either prevent him or them from doing so or to recover damages for such violations. In the event court proceedings are required to determine any violation of any covenant the person or persons, if found guilty of violating or attempting to violate any covenant, will be responsible for payment of all court costs and attorney fees incurred in the enforcement of same. Failure by any Lot Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to take enforcement action upon any subsequent violation.

#### **7.3 Severability**

Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

#### **7.4 Resubdivision**

No resubdivision or change of designation of any Lot or Lots shall in any way change, modify, or cancel these covenants.

#### **7.5 Applicable Laws**

If any of the covenants herein stated do not comply with federal, state, or local government laws and regulations, such shall not be construed as a waiver of compliance with such laws and regulations by Developer.

#### **7.6 Omissions**

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

#### **7.7 Notices**

Any notices required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

THUS DONE AND PASSED, in multiple originals, in LaPlace, Louisiana, on the day, month, and year hereinabove written, in the presence of the undersigned good and competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after due reading of the whole.

Witnesses:

Lorraine Tamburello  
LORRAINE TAMBURELLO

Kathy Stucker  
KATHY STUCKER

Landcraft, Inc

BY:

Joseph M. Scoatino, III

Danya D. Duffy

Notary Public

**DANYA D. DUFFY  
NOTARY PUBLIC  
ST. JOHN THE BAPTIST PARISH, LA  
BAR ROLL #23045**

Attach Exhibit B - Annexable Property



# St. Charles Parish Recording Page

Charles J. Oubre, Jr.  
Clerk of Court  
St. Charles Parish Courthouse  
PO Box 424  
Hahnville, LA 70057  
(985) 783-6632

Received From :  
DIASSELLISS, JOHN L III  
PO BOX 1286  
LAPLACE, LA 70068

**First VENDOR**

HIGHLAND OAKS SUBDIVISION PH I II AND III

**First VENDEE**

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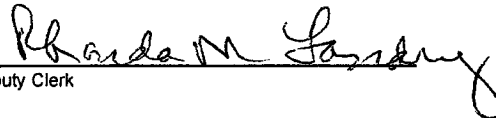
Index Type : Conveyance  
Type of Document : Amendment  
Recording Pages : 16

Entry Number : 330014

Book : 689 Page : 471

### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Charles Parish, Louisiana

  
Deputy Clerk

On (Recorded Date) : 04/23/2007

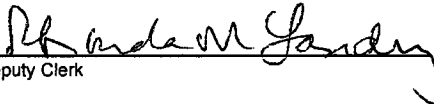
At (Recorded Time) : 1:33:17PM



Doc ID - 004145990016

CLERK OF COURT  
CHARLES J. OUBRE, JR.  
Parish of St. Charles

I certify that this is a true copy of the attached  
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Recorded 04/23/2007 at 1:33:17  
Recorded in Book 689 Page 471  
File Number 330014

  
Deputy Clerk



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