

SUMMARY NO. _____
INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. _____

An ordinance approving and authorizing the execution
of an Act of Dedication for Highland Oaks Phase 2
Subdivision, St. Rose, St. Charles Parish, LA.

WHEREAS, Landcraft Inc. are the owners and developers of property indicated on a Final Plat prepared by Riverland Surveying Company, and dated June 24, 2006 as a Survey Plat and Resubdivision of a Part of Square 6, Square 7 & Tract 2 of the T.L. James Properties in Lots Herein designated as Lots 1 thru 3, 29 thru 32, 57, 58, & 69 thru 92 of the T.L. James Properties situated in Section 39T12S R9E., St. Rose, St. Charles Parish LA; and,

WHEREAS, said subdivision has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended; and,
WHEREAS, all required administrative reviews and approvals have been effected relative to said subdivision.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the attached Act of Dedication for Highland Oaks Phase 1 Subdivision, which includes Lots 1 thru 3, 29 thru 32, 57, 58, & 69 thru 92; and the dedication of White Oak Drive, an extension of North Pin Oak Drive, and an extension of South Pin Oak Drive; and servitudes for drainage is hereby approved and accepted; and,

SECTION II. That the Parish President is hereby authorized to execute the attached Final Plat and Act of Dedication on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2006, to become effective five (5) days after publication in the
Official Journal.

CHAIRMAN: _____
SECRETARY: _____
CLVD/PARISH PRESIDENT: _____
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

**SUBMISSION ITEMS REQUIRED FOR INTRODUCTION TO ST. CLEMENTS PARISH COUNCIL
(REQUIRED FOR ACCEPTANCE OF SUBDIVISION IMPROVEMENTS & FINAL PLAT APPROVAL)**

NAME OF SUBDIVISION: HIGHLAND OAKS PH 2

1 1. Ordinance (written by P&Z upon acceptance of the items below) approving & authorizing the execution of an Act of Dedication.

NOTE: Please be advised that it is the sole responsibility of the applicant to ensure that all items listed below are deposited with the Department of Planning & Zoning. The Department is NOT responsible for the procurement of these items.

✓ 2. Letter requesting subdivision approval, signed by property owners(s).

✓ 3. Letter of approval for streets, drainage, sewerage, and signs from the Director of Public Works/Wastewater.

 4. Letter of approval for the water distribution system from the Director of Waterworks.

✓ 5. Letter of approval for the street lighting system from the Contract Monitor.

✓ 6. Letter of approval for recreational facilities and/or fee payment from the Director of Parks and Recreation.

1 7. Act of Dedication (triplicate originals), warranting that all servitudes granted for streets, etc. are free of liens/encumbrances and that no lots have been sold or alienated. If the property is subject to a mortgage, a letter of partial release of mortgage (for property being dedicated) must accompany said Act of Dedication. Said documents must be approved in writing by the Director of Legal Services.

✓ 8. One copy of the restrictive covenants which will regulate the subdivision.

 9. Maintenance Agreement and Surety Maintenance Bond (for one year) equivalent to 10% of the cost of improvements; the requirements may be satisfied in the form of an irrevocable letter of credit. The requirement shall be approved in writing by the Director of Legal Services.

✓ 10. Evidence of payment of the following fees (complete receipts for each and log-in each in Miscellaneous Fee Book):

- ✓ a. **Recreation** –when real property is not dedicated for recreational facilities, a fee in lieu of dedication will be provided as outlined in the regulations.
- ✓ b. **Street Light Deposit** - \$300 per street light, refundable after 12 months of acceptance.
- ✓ c. **Sewer Development Connection Fee** - \$700 per residential unit.

 11. Evidence of reimbursement for all contractual fees and/or direct public employee costs (Parish Engineer) incurred in association with both pre-construction phase technical reviews and construction inspections.

✓ 12. One mylar reproducible, five original copies, and computer disk record (ACAD drawings/file extension dwg.) of the following:

- a. **Final Plat** in required format
- b. **Sanitary sewerage** system
- c. **Water distribution** system
- d. **Storm drainage** system
- e. **Street lighting** system
- f. **Subdivision monument** markers

NOTE: Please be advised that it is the sole responsibility of the applicant to ensure that all items listed are deposited with the Department of Planning & Zoning. The Department is NOT responsible for the procurement of these items.



LANDCRAFT, INC.

107 Fairway Dr.
LaPlace, LA 70068
Phone: (985) 651-3007
Fax: (985) 651-3279

July 5, 2006

Steve Romano
Planning & Zoning
St. Charles Parish
PO Box 302
Hahnville, LA 70057

RE: Highland Oaks, formerly Terre Haute

Dear Steve:

This letter serves as our formal request for approval of Phase II of the Highland Oaks subdivision. We are in the process of submitting all items noted on the Final Plat Approval Procedure.

Please call if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Scontrino".

Joseph M. Scontrino, III



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

P.O. BOX 705 • LULING, LOUISIANA 70070
(985) 783-5102 • (985) 783-5104 • FAX (985) 785-2207

ALBERT D. LAQUE
Parish President

GREGORY E. BUSH, LTC, USA, Retired
Director

MEMORANDUM

JUL 11 8 2006

To: Mr. Michael Henderson
Director of Planning and Zoning

From: Gregory E. Bush, LTC, USA Retired
Director of Public Works/Wastewater

Date: July 13, 2006

RE: Highland Oaks Subdivision, Phase II (Formerly Terre Haute)
Conditional Final Approval

The drainage and wastewater facilities for the above mentioned development have been inspected and are acceptable to St. Charles Parish Department of Public Works/Wastewater on the condition of the 'punch list' (attached) generated during the final inspection being completed.

Should you have any questions or comments, please do not hesitate to call.

Attachment

cc: Mr. Albert Laque, Parish President
Parish Council, c/o Ms. Barbara Jacob
Mr. Sammy Accardo, Assistant Director Wastewater
Mr. Steve Romano, Development Review Planner
Mr. Joey Scontrino, Landcraft Homes



SHREAD - KUYRKENDALL & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
13000 Justice Avenue, Suite 16 • Baton Rouge, Louisiana 70816
(225) 296-1335 • Email: skaengi@shreadkuyrkendall.com

July 13, 2006

Mr. Gregory E. Bush, Director
St. Charles Parish - Department of Public Works
P.O. Box 705
Luling, LA 70070

RE: TERRE HAUTE SUBDIVISION - PHASE II
PROJECT REPRESENTATION
ST. CHARLES PARISH PROJECT NO. P041202
SKA PROJECT NO.: 89147.31

Dear Mr. Bush:

On Wednesday, July 12, 2006, representatives from St. Charles Parish, Landcraft Homes, Hardrock Construction, Lawson-Bonet Contractors and our office conducted an inspection of Terre Haute Subdivision - Phase II. We have prepared the attached punchlist for your review. By copy of this letter we are also forwarding a copy of this punchlist to the Contractor and Landcraft Homes for their attention.

Once the Contractor has addressed all of these items, he is to contact our office to set up a re-inspection of the subdivision. If, at that time, all of these items have been satisfactorily addressed, we will contact you in writing to recommend the job for final acceptance.

If there are any questions or problems, do not hesitate to contact our office.

Sincerely,

SHREAD-KUYRKENDALL & ASSOCIATES, INC.

James E. Powell, Jr., P.E., P.L.S.

Attachments

Cc: Mr. Lee Zeringue, P.E., St. Charles Parish - Public Works (via fax)
Mr. Joey Scontrino, Landcraft Homes (via fax)
Mr. Lynn Posey, Lawson-Bonet Contractors (via fax)
Mr. Chris McLellan, Hardrock Construction (via fax)

2007

TTVADNKKYUAK DVREHS

83CT 962 409 XAF 60:41 NHT 90/CT/LO

July 12, 2006
Terre Haute Subdivision – Phase II
Lawson & Bonet Contractors and Hardrock Construction
Final Inspection

Members present at inspection:

Mr. Lee Zeringue	St. Charles Parish – Public Works
Ms. Dishli Young	St. Charles Parish – Public Works
Mr. Eddie Powell	Shread-Kuyrkendall & Associates, Inc.
Mr. Daniel Thucil	Shread-Kuyrkendall & Associates, Inc.
Mr. Lynn Posey	Lawson-Bonet Contractors
Mr. Chris McEllan	Hardrock Construction
Mr. Mark Tarnplain	Landcraft Homes

Punchlist items:

1. Provide Parish with as-built drawings. Ensure that all field changes are represented on these documents.
2. Complete the installation of all streetlights.
3. Remove and replace fabric in catch basins and ensure all catch basins are cleaned.
4. Remove slag from concrete roadway.

ACT OF DEDICATION**UNITED STATES OF AMERICA****BY: HIGHLAND OAKS****STATE OF LOUISIANA****TO: ST. CHARLES PARISH****PARISH OF ST. CHARLES**

BE IT KNOWN, that on this 27th day of August, in the year of our Lord Two Thousand and Six (2006).

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned.

PERSONALLY CAME AND APPEARED:

LANDCRAFT, INC., TAX IDENTIFICATION NUMBER 72-1187250, a Louisiana Corporation validly existing and in good standing under the laws of the State of Louisiana, having as its principal office, an address of 107 Fairway Drive, LaPlace, LA 70068, appearing herein through its duly authorized member, Joseph M. Scuttrino, III, as per certificate of authority recorded at COB 652, Folio 394, records of St. Charles Parish, Louisiana;

(Hereinafter sometimes referred to as "Landcraft")

Mailing Address: 107 Fairway Drive, LaPlace and LA 70068

LANDCRAFT declared unto me Notary, that it is the owner of a certain tract immovable property situated on the East Bank of St. Charles Parish, which land is designated as "**HIGHLAND OAKS PHASE II, FORMERLY TERRE HAUTE**", being a portion of Section 39, Township 12 South, Range 9 East, St. Charles Parish, Louisiana, as shown on a survey of said resubdivision prepared by Riverlands Surveying Company, Land Surveyor, dated June 24, 2006, a copy of which survey is attached hereto and made a part of this Act of Dedication; and

LANDCRAFT further declared unto me that it has caused a portion of the above property designated as **HIGHLAND OAKS SUBDIVISION, PHASE II**, on the survey referred to above to be laid out into lots, in order to create the **HIGHLAND OAKS SUBDIVISION, PHASE II** and

LANDCRAFT further declared unto me, Notary that on the aforesaid plan of resubdivision it has laid out certain streets within the **HIGHLAND OAKS SUBDIVISION, PHASE II**, which are named and identified as South Pin Oak Drive, North Pin Oak and White Oak Drive, which streets in regard to this dedication are more fully described in Exhibit "A" attached hereto and made a part hereof. On all matters of the description of the property on which the streets above named are located, the attached survey shall be controlling.

Landcraft further declared unto me, Notary, that on the aforesaid plan of resubdivision, it has also designated and labeled various servitudes for water, utility and drainage purposes; and

Landcraft further declared unto me, Notary, that under the covenants, conditions and stipulations hereinafter recited it does by these presents, dedicate the following streets located all within Highland Oaks, Phase II namely: South Pin Oak Drive, North

Pin Oak and White Oak Drive, as hereinabove described and does hereby grant the various servitudes for water, utility and drainage purposes, all as shown on the annexed plan of subdivision, to public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles, and to the public in general; and

Landcraft further declared unto me, Notary, that the aforesaid dedication and grant is subject to all the following terms and conditions, to-wit:

1. The dedication of the fee ownership of the property to Parish of St. Charles is covered by the streets identified hereinabove as South Pin Oak Drive, North Pin Oak and White Oak Drive, but only as far as said streets are located in Highland Oaks Subdivision, Phase II.
2. The herein grant of the various servitudes for water, utility and drainage purposes shall constitute the granting only of a personal servitude of right of use being a "limited personal servitude" in favor of St. Charles Parish. Landcraft does hereby reserve all rights of fee ownership to that portion of the aforesaid Highland Oaks Subdivision, Phase II, which comprises the various servitudes for water, utility and drainage purposes.
3. Landcraft does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the street identified hereinabove and by the aforesaid water, utility and drainage servitudes granted herein. In that connection, Landcraft does, however, agree to prohibit the use of any part of the surface of any of the property covered by the street and servitudes with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with Landcraft's plan and intention to reserve all of the mineral rights in, on and under all of the lots in the Highland Oaks Subdivision, whereby, however, Landcraft will likewise impose a restriction on the entire subdivision against any use of the surface of any lot for exploration, development or productions of minerals, pursuant to this reservation. This reservation is made in accordance with Landcraft's plan and intention to reserve all of the mineral rights in, on and under all of the lots in the Highland Oaks Subdivision, Phase II whereby, however, Landcraft will likewise impose a restriction of the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals, or by any other binding means of strict surface operations in regard to mineral exploration in this subdivision.
4. The herein dedication of street and grant of servitudes for water, utility and drainage purposes are made by Landcraft without any warranty whatsoever except as provided for herein areas.
5. St. Charles Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner, which would be inconsistent with or detrimental to such uses as a public street. St. Charles Parish must further bind and obligate itself to use the water, utility and drainage servitudes for water, utility and drainage purposes.

6. This dedication and granted are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein, and maintaining the various water, utility and drainage facilities within the various water, utility and drainage servitudes areas.
7. The grant herein of various servitudes for water, utility and drainage purposes shall be used exclusively for those purposes and Landcraft reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitudes for water, utility and drainage purposes. There herein granted water, utility and drainage servitudes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the street dedication herein to any of the lots in the Highland Oaks Subdivision, Phase II.
8. Landcraft warrants that the herein dedication of street and grant of servitudes are free of any liens and encumbrances and that no lots have been sold or alienated prior to the date hereof.
9. The dedication and grant made herein are made subject to any existing servitudes affecting the Highland Oaks Subdivision, Phase II such as by way of illustration but not limitation, pipeline servitudes and levees.
10. The herein dedication and grant shall insure to the benefit of St. Charles Parish of any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Landcraft warrants that all utilities and streets have been placed within the servitude(s) granted herein.

AND NOW, these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing by and through Albert Laque, Parish President, duly authorized by virtue of an Ordinance of the St. Charles Parish Council adopted on _____, 2006, a certified copy of which is annexed hereto and made part hereof, and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of the street dedicated herein has been satisfactorily completed in accordance with all requirements and that all water, utility and drainage facilities have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept all of said street and water, utility and drainage facilities and assumes the maintenance thereof.

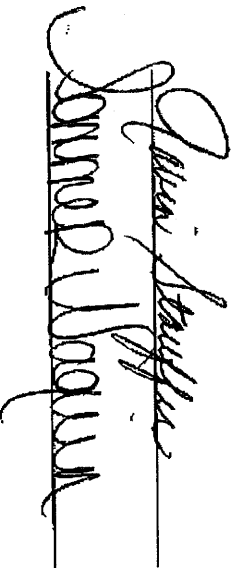
This Act of Dedication and Acceptance was approved and accepted by the St. Charles Parish Council by Ordinance _____ on the _____ day of _____, 2006, a photocopy of which is attached and made a part hereof.

THIS DONE AND PASSED in triplicate originals, in my office the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, on the day, month and year herein first above written in the presence of the undersigned competent

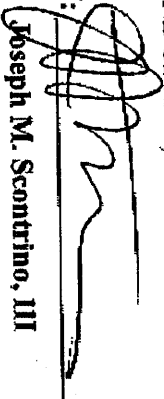
witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES;

LANDCRAFT, INC.



BY:


Joseph M. Scontrino, III

NOTARY PUBLIC

THUS DONE AND PASSED in triplicate originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES:

ST. CHARLES PARISH

BY: _____

Albert D. Laque, Parish President

NOTARY PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HIGHLAND OAKS SUBDIVISION

(A Residential Subdivision)

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BE IT KNOWN, That on this _____ day of the month of _____, in the year of Our Lord, two thousand and six:

BEFORE ME, John L. Diasselliss, III, A 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 is the owner of **Highland Oaks subdivision Phase II**, situated in the Parish of St. Charles, State of Louisiana, which are more particularly described as Lots 1 through 3, 29 through 32, 57, 58, and 69 through 92 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, gatehouse, 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.

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 prior to closing, (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 A 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-five (35') 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 eleven hundred (1,100) 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 by the developer and used during the initial sales period may vary subject to providing off-street parking for two cars.

(c) Two vehicle off-street parking must be provided for all lots. Two vehicle parking shall mean vehicles parked side by side on a pad size no less than 16' in width. 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 twelve (12) 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 areas 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 hereinbelow:

FRONT LOT LINE SETBACK	SIDE STREET LINE SET-OFF	INTERIOR LOT LINE SET-OFF*	REAR LOT LINE SETBACK**
20'	15'	5' one side 5' other side	20'
Except for irregular lots			

On corner lots, front Lot line designation shall be at the discretion of the Architectural Review Committee.

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 subdivision 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 fifty (50) feet at the minimum front setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than five thousand (5,000) 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 owned 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.

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" or "For Rent" 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.

4.20 Removal of Dirt.

The digging of dirt or the removal of any dirt from any Lot is prohibited, except 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 restrain 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. Additionally, the Homeowners Association may provide security and guard service for the Property and the Lot Owners if approved by its Board of Directors.

6.3 Dues.

All Lot Owners except developer and/or assigns may be assessed quarterly dues in the amount of \$50.00 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

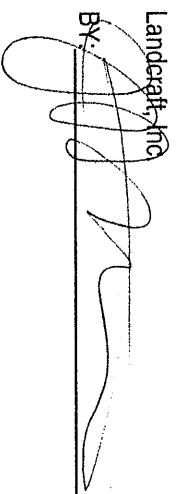
If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation,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

Landergh, Inc
BY: 

John L. Diasselliss, III, Notary Public

Attach Exhibit A - Annexable Property

DATE: June 23, 2005

TO: Stephen Romano
Planning & Zoning

FROM: Larry Malsou
Parks and Recreation Director

RE: Revised Recreation Obligation, Terre Haute
Subdivision Phase 1, Phase 2, Phase 3

This memorandum provides the St. Charles Parish Parks & Recreation Department's position on the recreation impact obligation on the proposed Revised Recreation Obligation to Terre Haute Subdivision, Phase 1, Phase 2 & Phase 3. The department will accept a fee in lieu of land dedication in the amount of the following:

Phase 1	\$23,337.00
Phase 2	\$11,689.10
Phase 3	\$15,240.25

Please advise Terre Haute Subdivision Developers of this department's decision. Thank you.



LM:bb

ST. CHARLES PARISH FINANCE DEPARTMENT
RECEIVED FROM Landcraft Inc. DATE July 20 1906
THE SUM OF Twenty Three Thousand One Hundred DOLLARS \$ 23,100 -
FOR Seven (sevent) fee Highland Oaks II # 7307
AMOUNT OF ACCOUNT \$ -
AMOUNT PAID \$ -
BALANCE DUE \$ - Thank You!
☐ CASH ☒ CHECK ☐ M.O. ☐ CREDIT CARD BY Monique

LANDCRAFT, INC. 04/95 7307
107 FAIRWAY DR.
LA PLACE, LA 70068
DATE July 11, 2006 14-345/650
PAY TO THE ORDER OF St. Charles Parish \$ 23,100.00
Twenty three thousand one hundred and no/100 DOLLARS
FOR Seven fee
OMNI BANK
LA PLACE, LA 70068
DATE July 11, 2006
FOR Seven fee John M. Stauffer

ST. CHARLES PARISH FINANCE DEPARTMENT
RECEIVED FROM Landcraft Inc. DATE July 20 1906
THE SUM OF Two Thousand One Hundred DOLLARS \$ 2,100 -
FOR Streetlight Depent Highland Oaks # 7308
AMOUNT OF ACCOUNT \$ -
AMOUNT PAID \$ - Thank You!
BALANCE DUE \$ - BY Monique
☐ CASH ☒ CHECK ☐ M.O. ☐ CREDIT CARD

LANDCRAFT, INC. 04/95 7308
107 FAIRWAY DR.
LA PLACE, LA 70068
DATE July 11, 2006 14-345/650
PAY TO THE ORDER OF St. Charles Parish \$ 2,100.00
Two thousand one hundred dollars and no/100 DOLLARS
FOR Streetlight Depent John M. Stauffer
OMNI BANK
LA PLACE, LA 70068
DATE July 11, 2006
FOR Streetlight Depent John M. Stauffer

ST. CHARLES PARISH FINANCE DEPARTMENT
RECEIVED FROM Landcraft Inc. DATE July 20 1906
THE SUM OF Eleven Thousand Six Eighty Nine & 10/100 DOLLARS \$ 11,689.10
FOR Recreation fee Highland Oaks Pt II # 7309
AMOUNT OF ACCOUNT \$ -
AMOUNT PAID \$ - Thank You!
BALANCE DUE \$ - BY Monique
☐ CASH ☒ CHECK ☐ M.O. ☐ CREDIT CARD

LANDCRAFT, INC. 04/95 7309
107 FAIRWAY DR.
LA PLACE, LA 70068
DATE July 11, 2006 14-345/650
PAY TO THE ORDER OF St. Charles Parish \$ 11,689.10
Eleven thousand six hundred eighty nine & 10/100 DOLLARS
FOR P.H. II Recreation fee John M. Stauffer
OMNI BANK
LA PLACE, LA 70068
DATE July 11, 2006
FOR P.H. II Recreation fee John M. Stauffer



ALBERT D. LAQUE
PARISH PRESIDENT

MICHAEL K. HENDERSON
DIRECTOR

ST. CHARLES PARISH

DEPARTMENT OF PLANNING & ZONING

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5060 • FAX (985) 783-6447

MEMORANDUM

DATE: July 20, 2006

TO: Lorrie Toups, Director of Finance

FROM: Stephen Romano, Development Review Planner *SR*

SUBJECT: Subdivision Development Fees, Highland Oaks, Phase 2

The developer of the above named subdivision has satisfied the required fees for recreation, sewer development connection fee and the street light deposit. Listed below are the checks that I have enclosed:

Check #	Amount	Receipt #	Reason
7309	\$11,689.10	2466	Recreation
7308	\$2,100.00	2465	Street light Deposit
7307	\$23,100.00	2466	Sewer Connect Fee

SAR

PZS-2004-32 requested by Angelo Iafate Construction Company for formal construction approval of Terre Haute Subdivision, St. Rose, St. Charles Parish, La. Zoning District R-1A. Council District 5.



ST. CHARLES PARISH

DEPARTMENT OF PLANNING & ZONING

APPLICATION FOR APPROVAL SUBDIVISION OR RESUBDIVISION

PZS - WEB

PZS CASE #: **2004-32** DATE SUBMITTED: **4/6/04**
RECEIPT #: **1913** ZONING DISTRICT: **C-3**

I. APPLICANT INFORMATION:

(NOTE: IF THE APPLICANT IS A CORPORATION, GIVE THE NAME AND TITLE OF RESPONSIBLE OFFICER, CORPORATE RESOLUTION OR ARTICLES OF PARTNERSHIP MUST BE ATTACHED TO THE APPLICATION.)

PROPERTY OWNER(S): Mike Kilgore

ADDRESS: 11200 Industrial Blvd., Suite 150

Baton Rouge, La PHONE: 225 295 4830

SUBDIVISION ENGINEER OR LAND SURVEYOR: Steven Flynn / Mike Dixon

DATE OF SURVEY: 3/18/04

II. PROPERTY DESCRIPTION:

SUBDIVISION NAME: Terre Haute (proposed)

PROPERTY SIZE: 27 acres

(NOTE: METES AND BOUNDS DESCRIPTION OF THE ENTIRE HOLDING, DEED RESTRICTIONS, EASEMENTS, ETC., INCLUDING A COPY OF THE DEED OR DEEDS MUST BE ATTACHED TO THIS APPLICATION)
DEED OR DEEDS ARE RECORDED IN THE CLERKS OF COURTS OFFICE.

DATE	COB	FOLIO	DATE
------	-----	-------	------

HAVE ALL CURRENT TAXES BEEN PAID? ☒ YES ☐ NO IF NO, PLEASE STATE

EXCEPTION(S): _____

FLOODPLAIN DESIGNATION: A99 +4.6

THE LAND IS ENCUMBERED BY _____ MORTGAGE (S) AS FOLLOWS:

A. MORTGAGE RECORDED IN MOB _____ PAGE _____

HELD BY _____

B. MORTGAGE RECORDED IN MOB _____ PAGE _____

HELD BY _____

THE LAND IS ENCUMBERED BY none MORTGAGE(S) none FOLLOWS:

A. MORTGAGE RECORDED IN MOB _____ PAGE _____

HELD BY _____

B. MORTGAGE RECORDED IN MOB _____ PAGE _____

HELD BY _____

IF THERE ARE OTHER LIENS OR ENCUMBRANCES AGAINST THE LAND, SPECIFY:

none

CHECKLIST OF APPLICATION REQUIREMENTS:

✓ 1. Complete application. If property owner is a corporate entity, the application must be signed by an authorized corporate representative and must be accompanied by a corporate resolution.

P2 2. Complete abutting property owner form (information can be obtained from Assessor's Office).

✓ 3. Plat plan (mylar and five copies) which conforms to all requirements for Preliminary Plats or Minor Subdivision Plats (whichever is applicable).

✓ 4. Drainage Impact Analysis for all proposals affecting land areas of one acre or greater.

✓ 5. ^{Deed} Metes and bounds description of the entire holding, deed restrictions, easements, and servitudes, including a copy of the deed or deeds thereto.

✓ 6. Paid subdivision application fee (checks/money orders made payable to the St. Charles Parish/Dept. of Finance). \$

PLANNER CERTIFICATION OF APPLICATION [Signature]
(signature)

**ALL COMMUNICATIONS WITH REGARD TO THIS SUBDIVISION OR RESUBDIVISION SHALL BE ADDRESSED TO THE FOLLOWING PERSON UNTIL FURTHER NOTICE:

NAME: Joseph Scouting

ADDRESS: 107 FAIRBURY DR, LA PLACE LA 70068

TELEPHONE NUMBER: 985-651-3007 ~~985-651-3279~~

St. Charles Parish Department of Planning & Zoning

LAND USE REPORT

CASE NUMBER: PZS-2004-32

GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant:**

Mitch Kilgore
11200 Industrial Blvd., Suite 150
Baton Rouge, LA 70809
- ◆ **Location of Site:**
River Road, adjacent to down river side of Fairfield Plantation Oaks Subdivision, St. Rose.
- ◆ **Requested Action:**
Preliminary Plat Approval
- ◆ **Purpose of Requested Action:**
To create Lots 1-130, Terre Haute Subdivision

SITE - SPECIFIC INFORMATION

- ◆ **Size of Parcel:**
27 acres
- ◆ **Existing Land Use:**
Vacant, with Water Tower on site.
- ◆ **Existing Zoning:**
C-3 (requesting rezoning to R-1A)
- ◆ **Surrounding Land Uses and Zoning:**
Fairfield Plantation Oaks Subdivision directly up river from site, Railroad tracks to north of site. Religious institution abuts downriver site. Site of the “old Match Factory site” is further downriver.
- ◆ **Comprehensive Plan Specifications:**
“Encourage service oriented land-uses, especially airport related uses, while maintaining the existing residential uses.”
- ◆ **Utilities:**
Standard utilities are available and will serve site.
- ◆ **Floodplain Information:**
A99
- ◆ **Traffic Access:**
River Road (LA 48)

APPLICABLE REGULATIONS

Subdivision Ordinance, Section II. 4. Preliminary Plat Procedure

e. Public Hearing/Decision Process. The subdivider or his representative shall be present at the public hearing to explain the proposal and to answer questions. Following the public hearing, the Commission shall either:

- (1) Approve the Preliminary Plat as submitted.
- (2) Conditionally approve the Preliminary Plat with conditions stated in writing.
- (3) Disapprove the Preliminary Plat within sixty (60) calendar days of the date of the public hearing unless the time is extended by mutual agreement between the Commission and the subdivider.

The reason(s) for disapproval shall be stated in writing to the subdivider. Approval or conditional approval shall be evidenced by the Commission Chairman's signature on the Preliminary Plat. Any conditions or requirements shall be referenced and attached to the Preliminary Plat and application. The Commission, through the Department of Planning and Zoning, shall notify the Parish President and the Parish Council of the decision regarding the presented Preliminary Plat. Approval or conditional approval shall be valid for a period of six (6) months from the date of the Commission decision, unless extended by the Commission. Preliminary Plat approval of any successive phase of an approved subdivision expires when construction is interrupted on any such phase for a period of six (6) months or more.

ANALYSIS

This is an application for Preliminary Plat approval of a resubdivision of a 27-acre parcel of vacant land into 130-lot residential subdivision. Lot sizes proposed ranges from 6,000 sq. ft. to 10,178 sq. ft. Most lots would be closer in size to the lower square footage. All lots meet or exceed the minimum width and square foot requirements. Several corner lots warrant further analysis to determine the challenges (if any) to meeting required setbacks.

The Department received input from the Director of Waterworks regarding the water main that runs north / south from River Road through the site and connects to the water tower situated on the site. The Director indicates that there is a lease on the land where the water main runs and that the connection to River Road runs through proposed Lot 59. Once this was pointed out, the applicant added a notation on the Preliminary Plat that "Lot 59 (is) subject to water main servitude location." It was further pointed out that a possible resolution would entail converting Lot 59 into a right-of-way for an additional street to the subdivision and to include the water main within.

There are no other issues that would preclude approving the Preliminary Plat.

DEPARTMENTAL RECOMMENDATION

The Department recommends Preliminary Plat Approval.

St. Charles Parish
Department of Planning & Zoning

LAND USE REPORT

CASE NUMBER: PZS-2004-32

GENERAL APPLICATION INFORMATION

- | | |
|--|-------------------------------------|
| ◆ Name/Address of Applicant: | |
| Joey Scontrino | for James Construction Group |
| Landercraft Homes | 11200 Industriplex Drive, Suite 150 |
| 107 Fairway Drive | P.O. Box 90022 |
| LaPlace, LA 70068 | Baton Rouge, LA 70879 |
| ◆ Location of Site: | |
| River Road, adjacent to downriver side of Fairfield Plantation Oaks Subdivision, St. Rose. | |
| ◆ Requested Action: | |
| Construction Approval of Terre Haute Subdivision | |
| ◆ Purpose of Requested Action: | |
| Construction of a 125-lot subdivision. | |

SITE - SPECIFIC INFORMATION

- ◆ **Size of Parcel:**
27 acres
- ◆ **Existing Land Use:**
Vacant, with Water Tower on site.
- ◆ **Existing Zoning:**
R-1A
- ◆ **Surrounding Land Uses and Zoning:**
Fairfield Plantation Oaks Subdivision directly up river from site, Railroad tracks to north of site. Religious institution abuts downriver side.
- ◆ **Comprehensive Plan Specifications:**
“Encourage service oriented land-uses, especially airport related uses, while maintaining the existing residential uses.”
- ◆ **Utilities:**
Standard utilities are available and will serve site.
- ◆ **Floodplain Information:**
A99
- ◆ **Traffic Access:**
River Road (LA 48)

APPLICABLE REGULATIONS

Subdivision Ordinance, Section II. D. Subdivision Construction

1. Approval Procedure--Planning Commission Approval Required.
After receiving Commission approval of the Preliminary Plat..the Subdivider shall submit one (1) Mylar or film reproducible, and five (5) original copies of complete construction plans and specifications, and one (1) 11" x 17" Mylar or film reproducible copy of the site plan to the Department of Planning & Zoning for the area to be developed. The Department of Planning & Zoning shall keep the Mylar or film reproducible complete set, and 11" x 17" copy and shall distribute two (2) copies to the Department of Public Works and Wastewater and one (1) copy to the Department of Waterworks. (Ord. No. 00-8-1, § II, 8-7-00; Ord. No. 00-11-12, § V, 11-20-00)

Upon acceptance of the complete construction plans and specifications, letters of no objection from the Directors of the Department of Public Works & Wastewater, the Department of Waterworks, the Contract Monitor (for street light plan), and Parks and Recreation (detailing the accepted recreation obligation), shall be forwarded to the Planning and Zoning Commission via the Department of Planning and Zoning. Upon receipt, the Planning and Zoning Commission shall, through the Department of Planning and Zoning, schedule a public hearing on the proposed construction approval for the subdivision. No construction work shall begin until formal construction approval by the Planning & Zoning Commission is granted.

ANALYSIS

This is an application for construction approval of a 125-lot residential subdivision. A majority of lots are either 60 feet or 65 feet wide. There will be 2 streets accessing the subdivision from River Road.

Upon Construction Approval, the developer intends to construct the subdivision in 3 phases, beginning on the east side of the site. The first phase is indicated on the submitted plat as consisting of 56 lots: Lots 4-28, and 93-125. Subdivision phasing is nothing out of the ordinary. In fact, phasing is preferable as it provides the opportunity for encouraging controlled residential growth and more ability to address infrastructure needs to be met on an incremental basis. It also gives the developer more time to resolve the need to revoke undeveloped right-of-way that exists along the western side of the site.

The submitted plans meet or exceed all requirements. All lots meet or exceed minimum frontage and square foot requirements for R-1A zoning. All required memos of no objection have been received.

DEPARTMENTAL RECOMMENDATION

The Department recommends Construction Approval.