

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

259910

ORDINANCE

05-45

Mrs. Labat introduced the following ordinance.

Mr. Wolfe proposed and Mr. Smith seconded the following ordinance.

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY ORDAINS:

An ordinance for final acceptance of Scarlet Oaks Subdivision, Lots 1 through 43, located east of Central Avenue, and Lots 44 through 46, located on Airline Highway, Reserve, St. John the Baptist Parish, Louisiana with all improvements, predicated upon approval by the Department of Health and Hospitals.

This ordinance becomes effective five (5) days after publication in the Official Journal.

BE IT ORDAINED, that the St. John the Baptist Parish Council is acting as the governing authority for said Parish.

The above ordinance having been submitted to a vote; the vote thereon was as follows:

YEAS: Rainey, St. Pierre, Wolfe, Hotard, Roussel, Smith, Lee, Farlough, McTopy

NAYS: None **ABSENT:** None **ABSTAINING:** None

The result of the vote on the ordinance was 9 YEAS, 0 NAYS, 0 ABSENT and 0 ABSTAINING and this ordinance was declared adopted on the 9 day of August, 2005.

David Smith
COUNCIL CHAIR

David Smith
SECRETARY

Walter M. M...
PARISH PRESIDENT

8/9/05
date signed

8/9/05
date signed

8/12/05
date signed

CERTIFIED, to be a true and correct copy of an ordinance adopted by the St. John the Baptist Parish Council on the 9 day of August, 2005.

David Smith
SECRETARY

Received
10/25/2005
Map 694

FILED FOR RECORD
RECORDED 25 FH 12:36

ST. JOHN THE BAPTIST PARISH
STATE OF LOUISIANA

ORDINANCE 04-47

Mrs. Adrienne Labat introduced the following ordinance.
Mr. St. Pierre proposed and Mr. Farlough seconded the following ordinance.

St. John the Baptist Parish Council hereby ordains:

An ordinance for conditional approval of Scarlet Oaks Subdivision, Lots 1 through 43, located east of Central Avenue, and Lots 44 through 46, located on Airline Highway, Reserve, St. John the Baptist Parish, Louisiana.

This ordinance becomes effective five (5) days after publication in the Official Journal.

BE IT ORDAINED, that the St. John the Baptist Parish Council is acting as the governing authority for said parish.

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

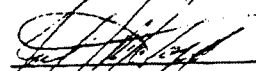
YEAS: 8

NAYS: 0

ABSENT: 1 Mr. Smith

ABSTAINING: 0


The result of the vote on the ordinance was 8 YEAS, 0 NAYS, ABSENT, 1 ABSTAINING, and this ordinance was declared adopted on the 27th day of July, 2004.


COUNCIL CHAIR

Date signed


SECRETARY

Date signed


PARISH PRESIDENT

Date signed

CERTIFIED to be a true and correct copy of an ordinance adopted by the St. John the Baptist Parish Council on the 27th day of July, 2004.


SECRETARY

**ST. JOHN THE BAPTIST PARISH
STATE OF LOUISIANA**

ORDINANCE 04-18

Ms. Adrienne Labat introduced the following ordinance.
Mr. Smith proposed and Mr. Wolfe seconded the following ordinance.

St. John the Baptist Parish Council hereby ordains:

An ordinance to grant preliminary approval of Scarlet Oaks Subdivision, Lots 1 through 42 and a commercial lot fronting on Airline Highway, located east of Central Avenue, Reserve, St. John the Baptist Parish, Louisiana.

This ordinance becomes effective five (5) days after publication in the Official Journal.

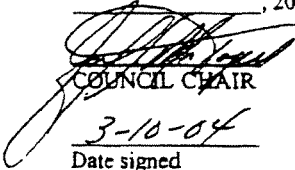
BE IT ORDAINED, that the St. John the Baptist Parish Council is acting as the governing authority for said parish.

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

YEAS: Rainey, St. Pierre, Wolfe, Hotard, Roussel, Smith, Lee, McTopy, Farlough

NAYS: None **ABSENT:** None **ABSTAINING:** None


The result of the vote on the ordinance was 9 YEAS, 0 NAYS, 0 ABSENT, 0 ABSTAINING, and this ordinance was declared adopted on the 9 day of March, 2004.


COUNCIL CHAIR

3-10-04
Date signed

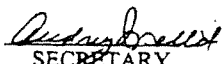

SECRETARY

3-10-04
Date signed


PARISH PRESIDENT

3-11-04
Date signed

CERTIFIED to be a true and correct copy of an ordinance adopted by the St. John the Baptist Parish Council on the 9 day of March, 2004.


SECRETARY

Todd Trosclair et al
1208 Bert St., LaPlace, La. 70068
\$436 / pd. 2-17-04



ACCEPTANCE CERTIFICATE

SCARLET OAKS

The foregoing plat was approved for construction by the Planning & Zoning Commission on the 17th day of May, 2004; and by the Water, Sewer, and Drainage Board on the 6th day of July, 2004. Conveyance of the streets, public ways and easements, and maintenance of such streets and public ways will be accepted only after construction thereof has been satisfactorily completed by the subdivider (or developer) and approved by the Parish Council, and/or its duly authorized representative.

[Signature]
Utility Board Chairman

7-20-05
Date

[Signature]
Planning Commission Chairman

8-22-05
Date

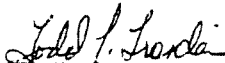
PARISH OF ST. JOHN THE BAPTIST
STATE OF LOUISIANA

DEDICATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS; That we, the undersigned, being the owner(s), mortgagee(s) or lienholder(s) and the only interested parties in those lands described below, have laid out, subdivided and platted the same into lots, blocks, streets, and public ways, as shown here or under the name of "Scarlet Oaks Subdivision (Lots 1 through 43)" and "Scarlet Oaks Commercial Subdivision (Lots 44 through 46)", and do by these presents, grant, dedicate and convey to St. John the Baptist Parish, State of Louisiana, in fee simple, for public use, all streets, public ways and drainage easements, to include Emma Drive, Scarlet Oaks Drive, a thirteen (13') foot strip and a thirty (30') foot strip lying parallel to the western boundary of Scarlet Oaks Subdivision, identified as "Parcel Row 1" and "Parcel Row 2" on the plan of resubdivision, for the construction, maintenance and operation of utilities and drainage.

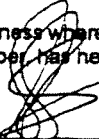
LEGAL DESCRIPTION OF SCARLET OAKS SUBDIVISION AND SCARLET OAKS COMMERCIAL SUBDIVISION: A certain portion of ground situated in Reserve, St. John the Baptist Parish, State of Louisiana, situated in Sections 44, 45, and 48, R-11-S, R-6-E, being a portion of those tracts formerly known as the Octavia Vicknair, Alexis Millet, N. & J. Duhe, and Trosclair Tracts, lying between the Kansas City Southern Railroad and the Airline Highway, bounded on the east by Comland Addition "A" Subdivision and on the west by heirs or assigns of E. Duhe.

SAID PARCEL CONTAINS APPROXIMATELY 23 ACRES



SCARLET OAKS, L.L.C.
BY: TODD P. TROSCLAIR


In witness whereof Scarlet Oaks, L.L.C., herein represented by Todd P. Trosclair, as managing member, has hereunto signed on this 3 day of August, 2005.



SHEKA BONNETTE
NOTARY PUBLIC #47546
1703B CHANTILLY DRIVE
LAPLACE, LA. 70068
MY COMMISSION EXPIRES AT DEATH

TITLE COMPANY'S CERTIFICATE

Choice Title, Inc., licensed to practice in the State of Louisiana, does hereby certify that we have examined the title to all lands described herein, as shown on said plat, and verify that the title of all such lands is titled to owner and is free and clear of all liens and encumbrances except for mortgage recorded at Entry Number 251072 records of St. John the Baptist Parish, Louisiana.



SHEILA BONNETTE
PRESIDENT
CHOICE TITLE, INC.

DECLARATION
OF COVENANTS,
CONDITIONS & RESTRICTIONS
FOR SCARLET OAKS SUBDIVISION

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. JOHN THE BAPTIST

BE IT KNOWN, that on this 4th day of the month of August, 2005 before me, Sheila M. Bonnette, a Notary Public, duly commissioned and qualified in and for the Parish of St. John the Baptist, Louisiana, and in the presence of the undersigned competent witness;

PERSONALLY CAME AND APPEARED:

SCARLET OAKS, L.L.C., a Louisiana Limited liability company domiciled and with its principal offices located in the Parish of St. John, having a tax identification number of xx-xxx-7520, herein represented by its duly authorized officer, Todd P. Trosclair, by virtue of an Authorization to Act for Scarlet Oaks, LLC, which is recorded at Entry Number 250936, records of St. John the Baptist Parish, (hereinafter referred to as "Declarant"),

WHEREAS, Declarant is the owner of a certain subdivision approved as "Scarlet Oaks Subdivision," St. John the Baptist Parish, State of Louisiana which is more particularly described on Exhibit A (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 Property 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 Lot Owner;

NOW, THEREFORE, in accordance with La. Civil Code Article 775, et seq., and La. R.S. 9:1145, and in order to assure and maintain uniform high quality in the grounds, buildings, and improvements in the Property, and to afford joint protection to all parties, present and future, who purchase and own property therein, the Declarant hereby establishes and imposes the following building, use and subdivision restrictions and restrictive covenants as charges affecting the Property:

ARTICLE I
Definitions

"Improvements" shall have the meaning as provided in Section 3.01 and shall include all buildings and other constructions permanently attached to the Property and includes the residence and any detached garages, cabanas or pool houses.

"Homeowners Association" shall mean the home owners association to be formed in accordance with Article VI.

"Lot" and/or "Lots" shall mean and refer to, as applicable, (I) each of the lots which will be created upon the subdivision of the Property and (ii) any other property located within the boundaries of the Property.

"Lot Owner" shall mean and refer to the record owner (or if such Lot is subject to an Agreement to Purchase with Declarant, to the contract purchaser) whether one or more persons or entries, of the undivided ownership to any Lot or other property situated within the boundaries of the Property or, if applicable, any tenant or occupant of the Lot Owner.

"Homeowners' Parcel" shall mean the areas designated as the "Homeowners' Parcels" on Exhibit A annexed hereto.

"Property" shall mean and refer to that certain immovable property described on Exhibit A annexed hereto.

"Restrictions" shall mean this Declaration of Covenants, Conditions & Restrictions.

ARTICLE II General Provision

Section 2.01 General Provisions. These Restrictions shall constitute building restrictions, predial servitudes, covenants and real rights running with the land which are for the purpose of protecting the value and desirability of and which shall run with the Property and shall be binding on the Property, all Lot Owners and any other owners of property in the Property, their heirs, successors or assigns, and all parties claiming under them. Any subsequent sale or transfer of the Property, any portion thereof, any Lot or other property or lease or occupancy of property in the Property shall be subject to these Restrictions, even if they are not specifically referred to in the sale, transfer or lease of such property. Invalidation of any one of these Restrictions by judgement or court order shall not affect any of the other Restrictions, which shall remain in full force and effect.

Section 2.02 Duration. These Restrictions shall run with and bind the Lots and the other property in the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Architectural Control Committee and/or the Home Owners Association, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending on January 1, 2055. Subject to the prior written consent of Declarant which consent shall be in its sole discretion, these Restrictions may be amended or terminated at any time by Declarant. These Restrictions may be amended or terminated at any time by Declarant and Lot Owners, who own at least fifty-one (51) percent of the Property subject to these Restrictions, pursuant to an Agreement duly executed and properly recorded in the appropriate records of St. John the Baptist Parish, Louisiana; provided however, Declarant shall have the sole right to amend these Restrictions pursuant to an agreement duly executed and properly recorded in the appropriate records of St. John the Baptist Parish, Louisiana within 180 days after the date hereof.

Section 2.03 Existing Servitudes, Dedications, Reservations, and Restrictions.

All dedications, limitations and reservations shown on the subdivision plat of the property and all grants and dedications of servitudes and related rights made by declarant and declarant's predecessors in title affecting the property are incorporated herein by reference and made a part of these restrictions. For all purposes, these restrictions shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of declarant conveying any part or portion of the property.

The declarant reserves the right, without the consent of any owner or other person or entity, prior to closing, (i) to make changes and additions to the servitudes as shown on the recorded subdivision plat of the property for the purpose of most efficiently and economically installing the improvements, and (ii) to grant, dedicate, reserve or otherwise create, at any time, servitudes for public utility purposes (including, without limitation, cable T.V., gas, electricity, telephone and drainage) in favor of any person or entity furnishing or to furnish utility service to the property, along and on either side of any side lot line, and along the front or rear lot line where needed, which such servitudes shall have a maximum width Ten Feet (10') along any lot line.

There is hereby created a servitude upon, over and under all of the property within the public utility servitude for the ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, cable TV, electricity, telephone, gas, drainage, 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 on above across and under the property within the public utility servitude. Notwithstanding anything contained in this paragraph, no sewer lines, electrical lines, water lines, or appurtenances within the public utility servitude may be installed or relocated on the property without the declarant's written approval. The owners of the respective lots shall not be deemed to separately own pipe, wires, conduits or other service lines running through their property which are utilized for or service to other lots.

The surface of the servitude areas for underground utility services may be used for planting 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 as shown on the subdivision plats of the property. Neither the declarant nor any supplier of any utility or service using any servitude area shall be liable to any owner for damage done by them, 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 facility in any such servitude area.

**ARTICLE III
Architectural Control Committee**

Section 3.01 Approval of Plans. Prior to the commencement of (1) any construction or placement of any improvements or other buildings, constructions, structures,

fences, walls, revetments or any other improvements upon any of the Lots or (ii) any exterior addition to or change or alteration to any of the foregoing (collectively hereinafter referred to as "Improvements"); the detailed plans and specifications of such Improvements shall be submitted to and approved in writing by the Architectural Control Committee constituted as provided herein along with a deposit fee of \$500.00. A review fee of \$200.00 (or such amount as may be established by the Home Owner's Association) shall be charged by the Architectural Control Committee for its review for each set of plans and specifications. The review fee shall be charged against the deposit. The remaining balance of the deposit will be returned to the lot owner within sixty (60) days after completion of the Improvements and the installation of the landscaping in accordance with the terms of these restrictions. Failure to timely comply with the requirements of these restrictions as determined by the Architectural Control Committee shall be grounds for the Architectural Control Committee to retain the deposit.

All submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing detail and the nature, kind, shape, height and exterior color scheme of the materials to be incorporated into, and location of the proposed Improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it in writing with the appropriate deposit, approval will not be required and the provisions of this Section will be deemed to have been fully performed; provided, however, the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within the thirty (30) day review period shall not allow any Improvements to be constructed, altered or placed on any Lot in a manner inconsistent with or in violation of any provision of these Restrictions.

Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Lot as follows: the location, height, and extent of fences, walls, driveways, or other screening devices, the types and colors of exterior materials, the orientation of buildings on each Lot including size and shape of the house and garage and access thereto, and the landscaping and the amount of fill placed upon each Lot. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that (i) do not comply with the restrictions herein imposed or meet its minimum structural and mechanical standards and requirements or architectural design requirements or (ii) might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Property or the harmony of external design or location in relation to property lines, building lines, servitudes, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines). The failure to pay the deposit and review fee with the submission of the plans and specification for the Improvements shall be deemed to be a rejection of such plans and specifications.

Section 3.02 Committee Membership. The Architectural Control Committee shall have three (3) members, appointed by the Developer/Declarant who need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, landscape architects, inspectors, and attorneys or similar professionals. In the event of

death or resignation of any member or members of the Architectural Control Committee, the Declarant shall appoint a successor member or members, and until such successor member or members shall have been appointed, the remaining member or members shall have the full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority and power.

Section 3.03 Transfer of Authority to Home Owners Association. The duties, rights, powers and authority of the Architectural Control Committee constituted hereby shall be assigned to the Home Owners Association, as hereinafter provided, or if the Home Owners Association has been dissolved or liquidated, then to the record owners of Lots other than Declarant on the date occurring ten (10) 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 Home Owners Association or if no Home Owners 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 Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Section 3.04 Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation acceptable exterior materials and/or finishes), to act as guidelines for acceptable Improvements but such outlines shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

Section 3.05 Privilege. The Declarant hereby imposes upon the Property and any Lot located therein the right of the Architectural Control Committee (or its Successors) to impose and file in the mortgage records of St. John the Baptist 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 Control Committee (or its successors) in maintaining a Lot. The Architectural Control 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 the Architectural Control Committee.

Section 3.06 Enforcement. The Architectural Control Committee (or its successor) shall give written notice to each Lot Owner at its last address registered with the Home Owners 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 Control 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 Control Committee. In the event a Lot Owner does not properly maintain its Lot in accordance herewith, including but not limited to Section 4.09, the Architectural Control 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 Control 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 cost, risk and expense of the Lot Owner violating these Restrictions. The failure of the Architectural Control 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 Control Committee shall not have any personal liability or responsibility for its failure to enforce any restriction, covenants or conditions herein contained.

ARTICLE IV Prohibited Uses

Section 4.01 Off-Street Parking. No vehicle, recreational vehicle, boat or trailer may be parked on the street fronting any Lot on a regular basis or for an extended period of time. All boats, trailers and/or recreational vehicles shall be parked on each Lot behind a fence or in the garage so that they are not apparent from the Street, or adjacent Lots.

Section 4.02 Single Family Residential Purposes. All Improvements constructed on any Lots shall be used solely for single family residential purposes. No Lot Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than a private single family residence for the Lot Owner or his tenant and their family. The use of Lots for a public boarding house, lodging house, hospital or institution of any nature or kind, or for any rental or lease duplex apartment use is strictly prohibited. Single family 'residential purposes' shall be deemed to include and include appurtenant private garage buildings, servant quarters or other appurtenant out building or structures. No Lot shall be used or occupied for any business, commercial trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not. This prohibition shall not preclude a home office as long as no client meetings, advertising, warehousing, or similar public commercial activities are conducted on, at or in connection with said home office.

Section 4.03 Temporary Structures. No structure of a temporary character, trailer or mobile, modular or prefabricated home, garage, barn, or other structure or building shall be placed on any Lot and no house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location. Declarant reserves the right to use a temporary structure for the construction or sales period of the development.

Section 4.04 Nuisance. No Noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Lot Owners.

Section 4.05 Signs. No sign of any kind shall be displayed to the public view on any Lot, except any Lot Owner may display one (1) sign of not more than six (6) square feet on a

Lot improved with a residential structure to advertise the Lot and the residence for sale or rent. During construction of a residence a builder may display one (1) sign of not more than six (6) square feet.

Section 4.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets (not to exceed six (6) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

Section 4.07 Garbage and Refuse Storage and Disposal. All Lots and Improvements located thereon shall at all times be kept in a healthful, sanitary, and attractive condition. No Lot shall be used or maintained as a dumping grounds for garbage, trash, junk, or other waste material. All trash, garbage, or other waste matter shall be kept in adequate containers constructed of metal, plastic, or masonry materials, with tightly-fitting lids, and shall be maintained in a clean and sanitary condition and screened from public view. Other than for the construction of Improvements, no Lot shall be used for open storage of any materials or equipment except for normal residential requirements. New building materials used in the construction of Improvements erected on 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 unreasonable delay. Upon completion of the Improvements, all construction materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

Section 4.08 Lot Maintenance. All Lot Owners shall at all times (i) keep all weeds, grass, and landscaping located on their Lot(s) cut in a sanitary, healthful and attractive manner, (ii) maintain all Improvements in a sanitary, healthful and attractive manner and (iii) not permit the accumulation of garbage, trash, rubbish of any kind on any Lot. All Lots, including but not limited to vacant Lots, shall at all times be mowed so that the grass shall be at a height of not greater than six (6") inches.

Section 4.09 Access. No sidewalks, driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot, property or street right of way without the prior written consent of the Architectural Control Committee. Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used.

Section 4.10 Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 4.11 Surface Areas. The surface of any servitude area for underground utilities may be used for landscaping. However, neither the Declarant nor any supplier of any utility or service using any servitude area shall be liable to any Lot Owner for any damage done

by them, or their respective agents, employees, servants or assigns, to any landscaping located on such servitudes as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such servitude area.

Section 4.12 Satellite Dishes and Antenna Prohibited. No Lot shall have a television, C.B., ham or other radio antennas nor any satellite dishes in excess of 24 inches in diameter. The location of satellite dishes, 24 inches in diameter, can be located in the rear yard and a side yard location, shall be approved by the Architectural Control Committee.

Section 4.13 Mailboxes. No Lot Owner shall install a mailbox other than the standard Subdivision mailbox approved by the Architectural Control Committee. All mailboxes shall be of the same design, material and color as approved by the Architectural Control Committee. The price and place to purchase the mailbox will be provided by the Architectural Control Committee.

Section 4.14 Window Units. No window air-conditioning and/or heating unit, tin foil or other unsightly objects shall be placed or allowed to remain in windows.

Section 4.15 Recreation Area. A designated area, marked as Lot A on the approved Subdivision Map shall be utilized by all residents in said subdivision. All Lot owners must maintain this area and the landscaping as provided, through the Homeowner's Association.

ARTICLE V Minimum Standards for Construction

Section 5.01 Utility and Sewer. All utility lines shall be installed underground. 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. No septic tanks or sewer treatment facilities shall be located on any Lot and all sewer generated from any Lot shall be removed by sewer lines connected to sewerage treatment facilities owned by or approved by the St. John the Baptist Parish.

Section 5.02 Construction Requirements. No residence constructed on any Lot shall have a cost (including any applicable builder's profit and overhead, which customarily is fifteen (15%) percent of costs) of less than, \$100,000.00 exclusive Lot cost, based upon cost levels prevailing on the date these restrictions are recorded. Once construction has begun, lot owner must complete and finalize construction within one (1) year. It is the intention and purpose of these covenants to assure that all residential dwellings shall be of a quality of workmanship and material substantially the same or 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. In the event the costs to construct a residence increased as a result of inflation, the Architectural Control Committee can establish in the future a higher minimum cost based upon the Consumer Price Index (Urban) using the date of these Restrictions as the base date.

Section 5.03 Size of Residences. No residential structure erected on any Lot shall have more than two (2) stories, nor exceed thirty-five (35) feet in height measured from the finished floor elevation of the first floor. The total of actual living area of any residence, located on the Property shall not be less than one thousand six hundred (1,600) square feet. All two story residences shall have a minimum of one thousand two hundred (1,200) square feet of living space on the first floor.

Section 5.04 Driveways, Garages and Other Structures. Upon completion of the construction of the residence, each lot shall have at minimum a one (1) car covered parking area, sufficient to store one (1) car, and shall have driveway parking consisting of a concrete parking area sufficient to accommodate two (2) automobiles side by side. A port-cache is allowed on the front of a home in conjunction with the one (1) car covered parking. A carport is allowed in conjunction with a one (1) car garage. A detached garage or carport, facing the front street right-of-way line shall be setback an additional ten (10') feet from the front facade of the home. On a corner lot, a garage or carport, facing the side street right-of-way line shall be setback ten (10') feet from the side street right-of-way line. A garage or carport that faces a side lot line shall be setback at minimum ten (10') feet from the side lot line. In addition to the residence, detached buildings will be allowed for guest quarters, for utility space, for storage, for playhouses or for pool side cabana; provided that the maximum area occupied by such detached buildings shall not exceed ten (10%) percent of the total square footage of the Lot and further provided that any such detached buildings shall be of the same architectural quality as the main dwelling.

Except as specifically provided in Section 5.11 hereinafter, no metal buildings nor buildings with metal roofs are permitted. There shall only be one (1) driveway per Lot, provided that a circular driveway shall be deemed one (1) driveway. All driveways shall have a minimum width of twelve (12') feet and a maximum width of twenty-four (24') feet. No driveway, sidewalk or pool deck shall be located nearer than three (3') feet to any side lot line thereby maintaining at all times at least a six (6') foot minimum space between driveways on adjoining Lots. The Architectural Control Committee must approve all plans and specification for any driveway, garage or other detached improvements prior to the commencement of construction thereof

Section 5.05 House, Slab and Grade Elevation. The finish floor (base Flood) elevation of a residence is provided by the St. John the Baptist Parish Flood Zone Administrator. In addition to this requirement, the minimum slab or floor elevation of a residence on any Lot shall be eighteen (18'') inches above the crown of the road immediately in front of the Lot and the maximum slab or floor elevation of a residence on any Lot shall be forty-eight (48'') inches above the crown of the road immediately in front of the Lot. Lots may be filled by the owner; provided, however, no Lot may be filled to a level higher than eighteen(18'') inches above the crown of the Street fronting such Lot. Thereafter, the slab shall be veneered through the use of brick ledges or other approved detail; provided, however, the slab shall not be exposed more than eight (8'') inches above the fill surrounding the base of the slab. Prior to pouring the slab or laying the foundation and immediately thereafter, the Lot Owner shall provide to the Architectural Control Committee a grade letter signed by a licensed surveyor evidencing that these requirements have been satisfied.

Section 5.06 Drainage. Each Lot shall be sloped and graded in accordance with the subdivision drainage plan proposed by Declarant and approved by the Parish of St. John the Baptist. No drainage on any Lot shall be altered without the express prior written consent of the Architectural Control Committee. No slope gradient shall be greater than four (4') feet horizontal to one (1') foot vertical (4:1 slope).

Section 5.07 Setbacks. No Improvements, other than fences, shall be located on any Lot nearer than thirty (30') feet to the front lot line facing the street areas or nearer than fifteen (15') feet to any side street lot line. No improvements (other than fences, sidewalks, drives, or pool decks) shall be located nearer than five (5') to ten (10') feet to an interior side lot line as shown on the plan of resubdivision. No residence or detached building shall be located on any Lot nearer than ten (10') feet to the rear lot line or the rear lot drainage servitude. All residences must face the front Street lot line. All measurements shall be from the sill lines to the edge of the lot lines. All building setbacks must additionally conform to the St. John the Baptist Parish Zoning Ordinance which may impose stricter setback requirements than those specified herein. The Architectural Control Committee may grant waivers or variations to these requirements in the case of irregularly shaped lots, which do not, in the sole opinion of the Architectural Control Committee, adversely affect the overall aesthetics of the Property.

Section 5.08 Fences. No fence or wall shall be located on any Lot nearer to any street than the point located ten (10) feet towards the rear from the front sill of the residence or, if a corner lot, fences may be even with the side sill of the residence. As to vacant and unimproved Lots which have common ownership with an adjoining Lot, no fence or wall shall be permitted to extend nearer than Thirty (30') feet from the front lot line facing the street. No fence shall be greater than six (6") feet in height, except those fences located along the perimeter of the subdivision shall be permitted to have a fence up to eight (8') feet in height along their respective lot lines only. All fences shall be constructed of brick, wrought iron, redwood, cedar or similar construction. Chain Link, wire or unfinished concrete or cinder blocks or other unsightly fencing is prohibited. No fence shall be constructed without the prior written consent of the Architectural Control Committee. All frame work for any fence shall be on the interior side of the Lot requesting a fence.

Section 5.09 Roofs. The minimum roof pitch for all residences shall have a vertical raise of at least eight (8") inches for each twelve (12") horizontal inches unless otherwise approved by the Architectural Control Committee. Quality standing seam metal roofing may be considered by the Architectural Control Committee on an individual basis for certain architectural styles.

Section 5.10 Fireplaces. All fireplace flues and chimneys shall be covered with the same masonry, siding or stucco used on the residence, and shall have a galvanized, copper or masonry cap.

Section 5.11 Basketball Goals. No basketball goal shall be installed on or beyond the front facade of any residence or within the front yard setbacks. On corner Lots, a basketball goal may be installed beyond the side street facade of the residence but not within the side street setback.

Section 5.12 Raised Decks. Any raised deck and its supports shall be constructed of materials which relate to the residence such as wood, brick, or stucco. If wooden posts are used, they must be at least six by six (6x6) inch with base and capital detailing. The bottom of any deck must be skirted and trimmed. The deck railing design must be detailed and painted to match the details of the residence. No deck or terraces shall be constructed at a height in excess of thirty (30) inches from The existing lot grade elevation.

Section 5.14 Swimming Pools. All swimming pools situated on any lot shall be of an in-ground construction type, and no raised pools shall be permitted or allowed on any lot at any time.

Section 5.15 Exterior Lighting. No security flood lights are allowed on the front or street facade of a residence. Security lighting must not infringe on adjacent neighbors.

ARTICLE VI Homeowner's Association

Section 6.01 Homeowner's Association. In accordance with the provisions of La. R.S. 9:1145, Et seq., Declarant, as owner of the Property, has created **Scarlet Oaks Homeowner's Association** (hereinafter the "Homeowners Association"), which is a Louisiana Nonprofit Corporation created under the provisions of La. R.S. 12:20 1, et seq. Upon the purchase of a Lot, a Lot Owner will become a member of the Homeowners Association.

Section 6.02 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 Control Committee in policing, including but not limited to enforcing the requirements provided in Section 4.09 and (iii) provide such other services as may be decided by the Board of Directors which relate to the aesthetics of the property.

Section 6.03 Dues. All Lot Owners, other than Declarant, will be assessed quarterly dues in the pro-rated amount equal to the Association expenses and with a beginning rate of \$40.00 per quarter. Dues will 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. The Declarant shall not be obligated to pay any dues to the Homeowners Association. Dues which are not received within thirty (30) days of their due date will be deemed late and subject to a ten (\$10.00) dollar late fee and also an interest penalty calculated at 1.5% per month until said dues are paid.

Section 6.04 Lien Rights. The Declarant hereby imposes upon all the Lots the right of the Homeowners Association to impose and file in the mortgage records of St. John the Baptist Parish a privilege against any Lot in accordance with La. R.S. 9:1145, as a 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, including all reasonable attorneys fees, 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 owed by such defaulting Lot Owner to the Home Owners Association in enforcing these Restrictions against the defaulting Lot Owner. Additionally, the Homeowners Association shall have the right in accordance with La. R.S. 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, including attorneys fees, owed by such Lot Owner to the Homeowners Association.

ARTICLE VII Miscellaneous Provisions

Section 7.01 Interpretation. If these restrictions or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of these Restrictions shall govern.

Section 7.02 Notices. Any notice required to be sent to any Lot Owner or other owner of property in the Property under the provisions of these Restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of such person on the records of the Home Owners Association at the time of such mailing. Any notice or demand is required or permitted hereunder to be given to any Lot Owner or other owner of property in the Property shall be deemed to have been sufficiently given and served for all purposes (if mailed) three (3) calendar days after being deposited, postage prepaid in the United States mail, registered or certified mail, or (if delivered by express courier) one (1) business day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed in accordance with the above.

Section 7.03 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

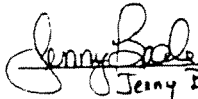
Section 7.04 Servability. Invalidation of any one or more of the covenants, restrictions, conditions, or provision contained in these Restrictions, or any part hereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof which shall remain in full force and effect.

Section 7.05 Governing Law. These Restrictions are a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.

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

WITNESSES:

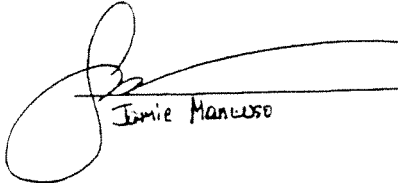
SCARLET OAKS, L.L.C



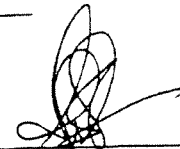
Jenny Beale

BY: 

TODD P. TROSCLAIR



Jamie Manuso



SHEILA BONNETTE, NOTARY PUBLIC

SHEILA BONNETTE
1703 CHANTILLY DRIVE
LAPLACE, LA 70068
NOTARY #: 47546
COMMISSIONED FOR LIFE
BY THE BAPTIST PARISH

EXHIBIT "A"
TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR SCARLET OAKS SUBDIVISION

A certain portion of ground situated in Reserve, St. John the Baptist Parish, State of Louisiana, situated in Sections 44, 45, and 48, R-11-S, R-8-E, being a portion of those tracts formerly known as the Octavia Vicknair, Alexis Millet, N. & J. Duhe, and Trosclair Tracts, lying between the Kansas City Southern Railroad and the rear property line of Lots 44, 45, and 46 of Scarlet Oaks Commercial Subdivision, bounded on the east by Comland Addition "A" Subdivision and on the west by heirs or assigns of E. Duhe.

STATE OF LOUISIANA

PARISH OF ST. JOHN THE BAPTIST

ACT OF DONATION

BE IT KNOWN, that on August 3, 2005, before me, Sheila Bonnette, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

SCARLET OAKS, L.L.C., Tax Identification Number XXXX7520, a Limited Liability Company organized and existing under and by virtue of the laws of the State of Louisiana, domiciled in St. John the Baptist Parish, Louisiana, represented herein by Todd P. Tronclair, by virtue of an Authorization to Act for Scarlet Oaks, L.L.C., an original which is attached hereto and made a part hereof, whose present mailing address is 1208 BERT STREET, LAPLACE, LA 70068; hereinafter referred to as "DONOR".

And

SCARLET OAKS HOMEOWNER'S ASSOCIATION, represented by Todd P. Tronclair, its President; whose present mailing address is 1208 BERT STREET, LAPLACE, LA. 70068 hereinafter referred to as "DONEE",

who, after being duly sworn by me, declared that DONOR does by these presents, grant and donate, unto the said DONEE all of its interest in the following described property:

A certain lot of ground situated in Reserve, St. John the Baptist Parish, State of Louisiana identified as Parcel "A" of Scarlet Oaks Subdivision, which was approved by St. John the Baptist on August 9, 2005, by Ordinance Number 05-45, said property being more fully described as follows:

Lot A has a width of 100.07 feet along Emma Drive, by a depth along the sideline of Lot 8 of 192.40 feet, a depth along the sideline of Lot 7 of 192.40 feet, and a width of 100.07 feet across the rear, all as more fully shown on plan of resubdivision described herein.

Being a portion of the same property acquired by Scarlet Oaks, L.L.C. by acts recorded at Entry Numbers 250916, 250915, and 50917, records of St. John the Baptist Parish, Louisiana.

Exceptions:

1. Eneroachments, boundary disputes, overlaps, rights of parties in possession, party walls, servitudes and other adverse matters, if any, as would be disclosed on a current accurate survey and inspection of the subject property.
2. Extant and subsisting subsurface mineral rights, if any, of whatever nature.
3. Taxes for the year 2005 and all subsequent years not yet due and payable.
4. Any and all restrictive covenants, reservations, easements, conditions, rights and servitudes contained in the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Roads, ways, streams, or easements, or claims of easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
7. Loss or damage arising from failure to produce a certified copy of a valid divorce decree between parties and any community interest in the property in the event the parties are not validly divorced.
8. Drain easements, servitudes, dedications, reservations, and restrictions as contained in the Declaration of Covenants, Conditions and Restrictions for Scarlet Oaks Subdivision, recorded at Entry Number _____, records of St. John the Baptist Parish.
9. All rules and regulations as set forth by Scarlet Oaks Subdivision Homeowner's Association, recorded in the records of St. John the Baptist Parish.
10. Any easements, servitudes, reservations, and restrictions as shown on the Map of Resubdivision herein described.
11. Specific servitudes, easements, and rights of way as disclosed on the Plan of Resubdivision, to include, but not limited to, a 30 foot minimum setback line across the front of each lot, 15 foot utility servitude across the front of each lot and along the street sidelines of Lots 35 and 36, 7.5 foot drainage servitude along the sidelines of Lots 1, 24, 25, 29, 30, 33, 34, 39, 40, and 43, and a 15 foot minimum setback line along the sideline of Lots 35 and 36.
12. Right of Way in favor of Entergy Louisiana, Inc., recorded at Entry Number 257414, records of St. John the Baptist Parish, Louisiana.
13. Easements granted in favor of Shell Pipeline Corporation recorded at COB 26/78, COB 26/77, and COB 26/459.
14. Right of Way granted to Louisiana Power and Light recorded at Entry Numbers 3171, 3170, and 3174.
15. Rights of Way granted to Ford, Bacon and Davis, Inc., dated February 2, 1927, February 12, 1927, and March 3, 1927, recorded in the official records of St. John the Baptist Parish.
16. Right of Way Servitude granted to Reserve Telephone Company, Inc., recorded at COB 291/522.
17. Servitude and Right of Way Agreement granted to Williams Communications, recorded at COB 373/326, and COB 376/200.
18. Right of Way, Easement and Servitude Agreement granted to Level 3 Communications, recorded at COB 384/473, COB 383/323, COB 378/319, COB 378/343, and COB 378/315.
19. Right of Way in favor of United Gas Pipeline recorded at Entry Number 141204.

The parties herein agree that said property shall be used as a recreation area for the benefit of all property owners in Scarlet

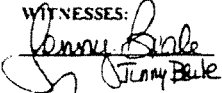
Oaks Subdivision, to be controlled, maintained, insured, and restricted by Scarlet Oaks Homeowner's Association.

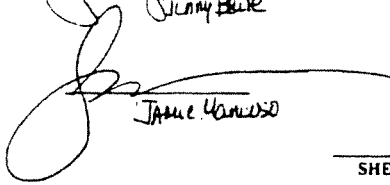
All Taxes to be paid by Donee.

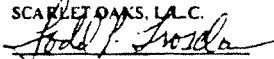
The certificates of mortgage otherwise required by law as well as any tax certificates, title research, title opinion, or title insurance are hereby dispensed with by the parties to these presents who hereby exonerate me, Notary Public, from all responsibility and liability in connection therewith.


THUS DONE AND SIGNED at LaPlace, Louisiana, on the day and date first above mentioned, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:


Jimmy Bink


James Harwood

SCARLET OAKS, L.L.C.

BY: TODD P. TROSCLAIR

SCARLET OAKS HOMEOWNER'S ASSOCIATION

BY: TODD P. TROSCLAIR

SHEILA BONNETTE, NOTARY PUBLIC

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