

St. Tammany Parish 1804
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RESTRICTIONS OF

UNITED STATES OF AMERICA

THE LANDINGS OF CROSS GATES,
PHASE 3

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, That on this 25th day of April, 2005, before me, Notary Public, duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana, personally came and appeared CROSS GATES, INC., a corporation organized and operating under the laws of the State of Louisiana, domiciled therein, herein represented by LOUIS G. MIRAMON, JR., duly authorized by virtue of a resolution recorded in COB 810, folio 267, records of St. Tammany Parish, Louisiana,

who declared that said corporation is the owner of certain property located in Section 38, Township 8 South, Range 15 East, St. Tammany Parish, Louisiana, designated as THE LANDINGS OF CROSS GATES SUBDIVISION, PHASE 3, in accordance with plat survey by J. V. Burkes, III, C.E.,

ALL THOSE CERTAIN LOTS OR PARCELS OF LAND, situated in Section 38, Township 8 South, Range 15 East, described as follows, to-wit:

 Lots 33 through 41, Lots 112 through 120 and Lot 156

 THE LANDINGS OF CROSS GATES SUBDIVISION, PHASE 3, near the City of Slidell, Louisiana.

All in accordance with Plat No. 3727, filed in the office of the Clerk of Court, St. Tammany Parish, Louisiana.

Appearer further declared that from this date forward, said subdivision as shown on the plat hereinabove referred to, is held, and shall be owned, held and conveyed subject to the following restrictions, reservations and covenants:

1. LAND USE AND BUILDING TYPE. All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed three (3) stories in height and a private garage or carport, except as provided herein.
2. BUILDING LOCATION. No building or structure or construction of any kind shall be located on the curved portion of cul de sac streets nearer than forty feet (40') to the front property line. No building shall be located on any straight street nearer than forty feet (40') to the front property line. No building shall be located closer than ten feet (10') to an interior lot line. All garages and carports opening to the front shall be set back at least twenty feet (20') from the front building elevation, it being the intention of this restriction to have front opening garages and carports which are closed in on three (3) sides. Where the garage or carport entrance faces the side of the building structure, the garage or carport may be located at the front building line, but must be ten feet (10') from the side property line. On corner lots no part of any building or structure or construction of any kind or garage shall be located closer than twenty feet (20') to the side property line. No part of any of the main building may extend nearer than twenty feet (20') of the rear lot line. Garages, carports, and accessory buildings or structures may be located within ten feet (10') of the rear lot line.
3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be built on any lot selling

for less than ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), excluding cost of lot based on sales prices prevailing on the date these covenants are recorded. The floor area of the main structure, exclusive of garage, carport, porches or breezeways, shall not be less than two thousand two hundred (2,200) square feet. The ground floor area of the main structure, exclusive of one story porches and garages, shall not be less than two thousand two hundred (2,200) square feet for a one story dwelling, not less than one thousand two hundred (1,200) square feet for a dwelling of more than one story, with the second story to be not less than one thousand (1,000) square feet. Each dwelling must have a double garage or carport with a minimum of four hundred fifty (450) square feet. The minimum living area shall be two thousand two hundred (2,200) square feet.

4. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless at that time, twenty-five (25) years hence, an instrument signed by a majority of the then owners of the lots is recorded indicating an agreement to change said covenants in whole or in part by making them less restrictive, but the minimum assessments referred to in Paragraph 5 may not be lowered except as to streets as stated in Paragraph 5. During the first twenty-five (25) years, these covenants may be amended by unanimous consent of the then owners of the lots duly recorded. These covenants may not be made more restrictive at any time unless an instrument signed by all of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

5. ASSESSMENT. Homeowners' Association membership is mandatory for all lot owners. The amount of membership dues will be determined by the Homeowners' Association. The Landings Homeowners' Association shall have the right and authority to levy on each lot located within the subdivision a minimum monthly assessment of \$15.00 per month for grounds maintenance of green space and parks and a minimum of \$15.00 per month to be used only for maintenance of streets, subdivision entrance gate, subsurface drainage and street rights of way. These assessments are to be separated and will not be commingled. These assessments will be effective at the time of the act of sale on the lots from the developer to the lot owner or owners. Each lot owner agrees to pay the Association the assessment as it is established and collected from time to time as herein provided. Such assessments, together with interest and the cost of collection in the event of delinquency in payment, shall also be the personal obligation of the person who was the owner or other persons jointly and severally who were the owners at the time the assessment was made. Payment of assessments shall be made by the lot owners to the Association on a monthly or other periodic basis as determined by a majority of those voting in any election called for this purpose. Assessments shall be due and become payable on the first day of each month and shall become delinquent fifteen (15) days thereafter.

If the assessments are not paid by the 15th of each month, they shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. In the event it becomes necessary for the Association to collect any delinquent assessments, whether by filing of a lien hereinafter created or otherwise, the delinquent lot owner shall pay in addition to the assessment and interest herein provided, all costs of collection, including a reasonable attorney's fee and costs incurred by the Association in enforcing payment.

The Association is hereby granted the right to enforce collection of the assessments by any legal means, including the causing of a lien to be filed against the property involved. The lien is to be duly executed and recorded in accordance with the laws of the State of Louisiana and served by certified mail on the delinquent lot owner.

Sale or transfer of any lot shall not affect or release any lien granted the Association herein and the

purchaser shall become responsible for the amount of the lien.

In the case of the conveyance of a lot pursuant to foreclosure proceedings, such transfer of title shall extinguish the lien for all unpaid assessments made by the Association becoming due before the date of transfer of title. The amount remaining unpaid with respect to which the lien is extinguished shall be without prejudice to the right of the Association to recover such amount from the transferor lot owner.

As long as the Homeowner's Association has responsibility for maintenance of the streets, at no time will monthly assessments for maintenance of streets, subdivision entrance gates and drainage be less than \$15.00 a month. Each lot owner with electrical service agrees to pay minimum flat rate added to their electrical service bill for the operation of the subdivision street lights.

6. **ENFORCEMENT.** Enforcement of the provisions of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages and The Landings Homeowners' Association in addition to any lot owner shall also have the right to bring proceedings to enforce the terms and provisions of these restrictive covenants, including injunctive relief.
7. **TREE RESTRICTIONS.** For every eight hundred (800) square feet of the total lot area there will be one (1) existing tree remaining on the lot.
8. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and in addition the operators of the electrical utility company shall have the right to trim all trees, shrubs and to keep clear of its utility lines all obstacles within ten feet (10') of the front and rear property lines of each lot.
9. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
10. **TEMPORARY STRUCTURES.** No structure of a temporary character, i.e., trailers, mobile homes, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, except that building contractors may have one (1) office trailer and one (1) watchman's house trailer located on lots owned by the building contractor, who must be actively and progressively engaged in the construction of houses in the subdivision.
11. **SIGNS.** No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than twenty (20) square feet advertising the property for rent or sale, or signs used by the builder to advertise the property during the construction and sales period.
12. **MAILBOXES.** All mailboxes shall be uniform of the same size, kind, quality and construction and will be obtained from Magnificent Mailboxes.
13. **OIL AND MINING OPERATIONS.** No oil drilling, oil 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, or mineral excavation shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
14. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and no waste shall be kept except in sanitary

containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. **LIVESTOCK AND POULTRY.** No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be maintained, nor shall any of the lots be used for commercial purposes.

16. **SIGHT LINES.** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') 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 points twenty-five feet (25') from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent the obstruction of such sight line.

17. **FENCES.** Fences may not be located nearer to the street than the front of the house, except that a fence may be constructed at the front property line that is no more than thirty inches (30") in height. On corner lots, fences must be set back at least twenty feet (20') from the side property line. Fences shall be constructed only of wood, chain link, ornamental iron, vinyl or brick and shall have a maximum height of six feet (6'). The permission of Cross Gates, Inc. is required of the type and quality of material and workmanship of any fence before construction begins. Failure of any owner to secure written approval of the type and quality of material and workmanship or the failure to construct the fence in accordance with these requirements, without permission granted, may result in the fence being torn down at the expense of the lot owner.

18. **PARKING OF VEHICLES.** Trucks and utility trailers with tonnage in excess of three quarters of a ton rated carrying capacity, campers, boats or other utility vehicles shall not be permitted to park overnight on the streets, driveways, or lots in front of the house. These vehicles cannot be parked closer to the street than the front of the house and must be enclosed behind a fence. Additionally, automobiles shall not park overnight on lots in front of the front building lines. No vehicles of any size which normally transport inflammable or explosive cargo may be kept in the subdivision at any time.

19. **MODEL HOMES.** Model homes will be permitted in The Landings of Cross Gates Subdivision, but only with the express written consent of Cross Gates, Inc. A model home is a single family residence constructed within the subdivision, furnished or not furnished, and used primarily as a display home, not currently for sale, and used as a sales office. Advertising devices, including but not limited to lighting, flags, etc. which are in good taste, may be permitted at the sole discretion of Cross Gates, Inc., but only after written application has been made and approved which specifies further the advertising devices intended to be used. Cross Gates, Inc. reserves the right to impose such limitations on these devices as it deems fit. Cross Gates, Inc. reserves the right, at any time in its sole discretion, to revoke permission to use a residence as a model home.

20. **DRIVEWAYS.** Driveways must be concrete or asphalt from the front of the lot property line to the street. The size of culverts and the grade to which they are to be installed shall be obtained from the designated representative of Cross Gates, Inc. prior to installation. If either of these instructions are not adhered to, Cross Gates, Inc., in its sole discretion, shall have the right to correct this violation. All driveways located within the property will be concrete or asphalt surface.

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

22. NEW CONSTRUCTION. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit for this subdivision.

23. MEMBERSHIP IN HOMEOWNERS' ASSOCIATION. Every person or entity who is a record title owner of any lot situated in this subdivision shall be members of The Landings Homeowners' Association.

24. ARCHITECTURAL CONTROL. No construction of any building shall be started until the plans and specifications for said construction shall have been approved by Louis G. Miramon, Jr. or some other person authorized in writing by the corporation to act. In the event the said Louis G. Miramon, Jr. or the corporation's designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to him, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Louis G. Miramon, Jr. or the corporation's designee shall have the right, in his absolute discretion, to vary the front set back lines, side yard lines and rear yard restrictions. Such variance shall be signed and recorded in the official records of St. Tammany Parish, Louisiana, and shall act as an amendment to these restrictions for that particular parcel.

25. PARISH OF ST. TAMMANY BUILDING CODES AND ORDINANCES. In the event any of the above and foregoing conditions and restrictions conflict with any of the provisions of the Parish of St. Tammany Building Code or any ordinance or ordinances governing subdivisions or the building of residences, either in force at the present time or to be hereinafter enacted, then and in that event, the provisions of said Building Code and/or ordinance or ordinances above mentioned shall govern, and these conditions and restrictions will automatically become amended to agree with and conform to said Building Code and ordinance or ordinances.

THUS DONE AND PASSED in my office in Slidell, Louisiana, on the day, month and year herein first above written in the presence of the undersigned competent witnesses who have hereunto signed their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

CROSS GATES, INC.



