

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE LANDINGS OF CROSS GATES, PHASE 5

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 25th day of February, 2019, before me, the undersigned Notary Public, duly commissioned and qualified within and for the State and Parish aforesaid personally came and appeared.

MAC DEVELOPMENT, LLC, (TIN: XX-XXX2631) a limited liability corporation organized and operating under the laws of the State of Louisiana, domiciled therein, herein represented by JAMES H. MACALUSO, duly authorized by virtue of a resolution recorded in COB 810, folio 267 records of St. Tammany Parish, Louisiana, whose mailing address is (hereinafter referred to as "**Developer**");

who declared that Developer is the sole owner of certain property located in Section 38, Township 8 South, Range 15 East, St. Tammany Parish, Louisiana, be designated as THE LANDINGS OF CROSS GATES SUBDIVISION, PHASE 5, in accordance with Plan of subdivision by J.V. Burkes, III, C.E., July 10, 2013, further described as follows, to-wit:

**ALL THOSE CERTAIN LOTS OR PARCELS OF LAND**, lying and situated in Section 38, Township 8 South, Range 15 East, ST. Tammany Parish, Louisiana, in THE LANDINGS OF CROSS GATES PHASE 5, MORE FULLY SHOWN ON A PLAN BY J. V. BURKES AND ASSOCIATES, INC., DATED JULY 10, 2013 and being more fully described as follows:

**LOTS 42 through 67 and Lots 157 through 180**

All in accordance with plan J. V. Burkes and Associates Inc., dated July 10, 2013 filed as Map File # 5865, ST. Tammany Parish, Louisiana.

WHEREAS, Developer desires to create these Covenants, Conditions, and Restrictions for the purpose of having a uniform plan of development and to preserve the property values and amenities in that community. The real property described herein is hereby subjected to the covenants, restrictions, servitudes, liens and charges herein set out to insure the best use and most appropriate development and improvements of each building site thereof, to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain property setbacks from streets; and in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchasers buying Lots therein.

NOW THEREFORE, declaration is made that all of the Property described herein shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved, subject to the covenants, conditions, restrictions, servitudes and charges set forth in these CC&R's, and does hereby subject the Property shown in plat map No. 5865 "**Exhibit A**" for the purpose of protecting the value and desirability of the Property described in aid of the General Plan of Development of the Subdivision approved by St. Tammany Parish.

**ARTICLE I  
DEFINITIONS**

For the purpose of these Covenants, Conditions, and Restrictions, the following explanations and definitions of words, terms, and phrases shall govern:

- 1.1 ASSOCIATION shall mean and refer to The Landings Homeowners Association created pursuant to By-Laws adopted April 2008, registered on July 29, 2009, as CIN 1734812, St. Tammany Parish, Louisiana.
- 1.2 ARCHITECTURAL GUIDELINES shall mean the guidelines, and amendments thereto, established by the Architectural Control Committee.
- 1.3 ARCHITECTURAL CONTROL COMMITTEE, also referred to as the ACC, shall mean the committee established to review and render decisions on all submittals for new construction and/or improvements to properties within The Landings of Cross Gates Phase 5 for the purpose of compliance to these Covenants contained herein.
- 1.4 BOARD shall mean the Board of Directors of the Subdivision.
- 1.5 DEVELOPMENT PLAN shall mean and refer to the land as illustrated in **Exhibit A**, as such may be amended from time to time subject to the regulations set forth and based on the approved plan of the St. Tammany Parish Department of Planning and Zoning.
- 1.6 IMPROVEMENTS shall mean all structures and appurtenances thereto of every type and kind, including but not limited to: buildings, outbuildings, boathouses, garages, swimming pools, irrigation and drainage devices or systems, landscaping, plants, windbreaks, trees, shrubs, fences, screening walls, retaining walls, bulkheads, docks, sidewalks, driveways, animal enclosures, decks, poles, works within Common Areas, light standards, recreational facilities and streets and parking areas.
- 1.7 LOT, shall mean any plot of land shown upon any recorded Subdivision Map of the Property, with the except of Common Areas, and any unit that may be created under applicable state law, as such may be amended from time to time.
- 1.8 OWNER shall mean one or more persons or entities, who alone, collectively or cooperatively own a Lot and/or Unit, but excluding any person or entity who holds such interest merely as a security for the performance of an obligation, including a Mortgagee, unless and until such person has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.9 PROPERTY shall mean all of the real property subject to this Declaration.
- 1.10 SUBDIVISION shall mean and refer to the Subdivision hereinabove described known as THE LANDINGS OF CROSS GATES, Phase 5 which has been divided into Lots.
- 1.11 UNIT shall mean and refer to any structure or a portion of a structure situated upon the Property.

**ARTICLE II  
CONSTRUCTION STANDARDS AND REQUIREMENTS**

2.1 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 and a private garage or enclosed carport, except as provided herein.

2.2 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 thirty (30') feet to the front property line. No building shall be located on any straight street nearer than thirty (30') feet to the front property line. No building shall be located closer than ten (10') feet to an interior lot line. All garages and enclosed carports opening to the front shall be back at least twenty (20') feet from the front facing façade of building, it being the intention of this restriction to have front opening garages and enclosed 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 (10') feet 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 (20') feet to the side street property line. No part of any the main building may extend nearer than twenty-five (25') feet of the rear lot line, except lots 61-67 (inclusive) that must be forty (40') feet. Detached garages, enclosed carports, and accessory buildings or structures may be located within ten (10') feet off the rear lot line (except lots 61-67 (inclusive) and five (5') feet off the side lot line per St. Tammany Parish regulations. The main building on any lot in the Subdivision shall be constructed or assembled on the Lot and shall not be moved thereon from elsewhere.

2.3 DESIGN EXCLUSIVITY. Macaluso Home Designs, Inc. shall be the sole Architectural designer of The Landings of Cross Gates, Phase 5 unless otherwise approved in accordance with the guidelines set out herein.

2.4 DWELLING COST, QUALITY AND SIZE. No dwelling shall be built on any lot where the sale price of a permitted completed finished home is less than THREE HUNDRED FIFTY THOUSAND (\$350,000.00) dollars, including the cost of the lot based on sale 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 be not less than two thousand two hundred (2,200) square feet for a one-story dwelling, not less than one thousand eight hundred (1,800) square feet for a dwelling of more than one-story, with the second story to be not less than four hundred (400) square feet. Each dwelling must have a double garage or enclosed carport with a minimum of four hundred fifty (450) square feet. The minimum living area permitted shall be two thousand two hundred (2,200) square feet.

2.5 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, 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 not to affect the minimum assessments referred to in Paragraph 6 which may not be lowered. During the first 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.

2.6 MANDATORY ASSESSMENT. Association membership is mandatory for all lot owners, with the exception of MAC Development LLC, Macaluso Properties LLC, Rothside Properties LLC, Brookshire Property Development LLC, and the amount of membership dues will be determined by Association. The Landings Homeowners' Association shall have the right and authority to levy on each lot located within the subdivision an annual assessment of \$460.00 paid quarterly (\$115.00) for grounds maintenance of green space and parks, common areas, maintenance of subdivision entrances and rights-of-way. 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, through its contracted management company as applicable, 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 or persons who jointly and severally were the owners at the time the assessment was made.

Payment of assessments shall be made by the lot owner(s) to the Association on a quarterly basis (unless paid annually). Quarterly assessments are due January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> and become delinquent fifteen (15) days after the due date.

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If the assessments are not paid by the 15<sup>th</sup> of each quarter month, they shall bear interest from the date of delinquency at the rate of 1.5% per month (eighteen (18%) percent 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 effect 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.

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.

2.7 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.

2.8 ARCHITECTURAL CONTROL COMMITTEE ("ACC"). The Architectural Control Committee shall consist of three members appointed by the Developer. The purpose of the ACC is, in its sole discretion, to review submittals within a reasonable timeframe and render a decision to the property owner or designated person of the property owner in writing.

No residence, building, fence, wall, or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the Lot and plans for landscaping of the Lot on which the improvements are to be erected shall be submitted to the ACC prior to project commencement to obtain prior written approval by a majority vote of the ACC. Failure to submit plans and specifications to the ACC and receive the required approvals shall constitute a violation of this provision and subject the party to a special assessment for the violation and enforcement as stated in #2.7 above.

A. APPROVAL OF BUILDER. The preferred builder designated by the Developer shall be Macaluso Home Designs, Inc. or its assigns. In the event an Owner desires to use a builder other than Macaluso Home Designs, Inc. or its assigns, a mandatory non-refundable review fee in the amount three thousand (\$3,000.00) Dollar shall be given to Developer and the Owner shall submit a request in writing complete with the checklist items attached hereto as Exhibit "B" for approval by ACC, or as otherwise adopted by ACC.

B. VARIANCE. In the event the said MAC Development, LLC, or the Corporations designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, 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 MAC Development, LLC, or the Corporations 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.

**ARTICLE III  
RESIDENCE BUILDINGS**

3.1 No Lot and/or Unit in the Subdivision shall be used for any purpose other than residential. No building shall be erected, constructed, reconstructed, altered, placed or permitted to remain on any Lot other than one single family dwelling, excepting as hereinafter provided and as described in Article 2.1 above, a private garage for no less than two (2) cars and no more than 4 cars, and other accessories incidental to residential use of sale Lots, such as swimming pools, pool-houses and/or gazebos. Any other detached structure (storage sheds, etc) may be constructed only with the prior written approval of the ACC. In order to assure that location of houses will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of other houses, large trees, common facilities and similar considerations, the ACC reserves unto itself, its successors, and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling, or other structure upon all Lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site.

3.2 The home must have a minimum of 60% Brick with the remaining 40% made of vinyl (including soffits or overhangs), Hardy-Plank, Stucco, man-made Stone, or any combination thereof. However, in no event shall vinyl siding be installed on the front of the house. Aluminum in a color approved by the ACC can be used for fascia only.

3.3 Written approval of the paint color for all exterior paint for any buildings or improvements must be obtained from the ACC prior to painting said building or improvement.

3.4 The floor area of any residential dwelling, exclusive of eaves, steps, open porches, and garage shall be not less than Two Thousand Two Hundred (2,200 sq ft) square feet on any Lot located in the Subdivision, provided, however that in no event shall any multi-story residential dwelling have a ground floor area of less than one thousand eight hundred (1,800 sq ft) square feet.

3.5 Unless otherwise approved or modified by the ACC, the minimum compound roof pitch shall be 12/12 and 6/12, except for accent areas which may have a 4/12 pitch, also as approved by the ACC. All roofing shingles must be Architectural Dimensional style with the color to be approved by the ACC.

3.6 All residences shall be constructed with at least eighty (80%) percent of the ceilings on the ground floor not less than nine (9') feet high.

3.7 Fireplace flues and chimneys shall be covered with Hardy Plank, stucco or brick that was used on the exterior of the residence (no vinyl siding or any other type of siding is permissible). All fireplaces shall have chimney caps. Galvanized metal caps in its natural state, are not allowed. True copper caps, brick caps, or equivalent are required unless otherwise approved by the ACC.

3.8 Each individual Lot owner shall provide an area visually screened from the street for the storage of garbage cans, wood piles, materials, and supplies, and/or any equipment which is stored outside. Item will be considered screened only if they are not visible from the street or adjacent properties.

3.9 No owner or other occupant shall use or occupy his Lot and/or Unit or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family resident for the owner or his tenant and their families. No lot and/or Unit 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 resident, whether for profit or not; provided however, 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.

3.10 It is expressly stipulated that the use of or for a public boarding house, group home, duplex apartment, garage apartment or other apartment use for rent, lodging house, sanatorium, hospital, asylum, or institution of any kindred nature, or anything which is or may become a nuisance to the neighborhood is hereby expressly excluded from the definition of "residential" as used herein, but "residential purposes" shall be deemed to indicate and include

an appurtenant private garage building, or other appurtenant out-building or structures approved by the ACC in accordance with Article 3.1 above.

3.11 The minimum finished floor elevation of all residences shall be one (1) foot above the crown of street elevation and the maximum floor elevation to be not more than two (2) feet above the crown of street elevation unless otherwise approved by the ACC.

3.12 Temporary and Other Structures. No building or structure of a temporary character, such as an out-building, shed, shack, barn, tent, trailer, mobile, modular or prefabricated home, or any other structure or building, other than the residence to be built thereon and an enclosed structure to house a trailer, boat, camper, motor home, or recreational vehicle shall be placed or maintained on any Lot in the Subdivision either temporarily or permanently, nor shall any such structure of a temporary character be used as a residence, either temporarily or permanently. No dwelling on any Lot in the Subdivision shall be occupied while in the course of construction nor until made to comply with all conditions set forth herein and all applicable statutes, laws, codes, regulations and ordinances. Any trailer, boat, camper, motor home, or recreational vehicle must be stored in an enclosed permanent structure so as not to be visible from the street, or surrounding yards. Said enclosed structure and any screening used to restrict the visibility of the enclosed structure for any of the above named items, must be constructed in accordance with the Architectural Guidelines and approved by the ACC.

Building contractors may have one office trailer and one watchman's house trailer located on lots owned by the building contractor, but must be actively and progressively engaged in the construction of house in the subdivision.

3.13 Garages. All Lots shall have, at a minimum, a garage that is accessible and sized to accommodate two (2) cars. Private garages shall load from the side, rear, or front of the Dwelling. All garages and enclosed carports opening to the front shall be back at least twenty (20) feet from the front facing façade of building. All garages must have an approved garage door. Garages may be attached or detached from the Dwelling and must be enclosed.

3.14 Parking. **No vehicle of any kind shall be parked on any portion of any Lot except the driveway.** Each individual Lot owner shall provide for permanent parking of automobiles. Boats, trailers, campers, motor homes, recreational vehicles, or any other vehicle must be stored in an enclosed permanent structure or behind allowed fencing so as not to be seen from the street, or surrounding yards. **No vehicle(s) owned or used by the Lot owner or occupant shall be parked in the street.** Each Lot shall have paved parking for a minimum of two (2) additional vehicles outside the garage. No driveway that is visible from the street shall be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items. The utilization of any portion of any Lot for performing repair work on any vehicle is expressly prohibited. No trucks, trailers, automobiles or other commercial vehicles bearing advertisements shall be parked on the street except when making a delivery. 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. Additionally, automobiles shall not park overnight on lots in from 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.

3.15 Signage. No signs or advertising device of any nature or kind shall be placed or kept on any Lot, unless otherwise approved by the ACC. One (1) sign of not more than nine (9) square feet advertising the Builder or the Property for sale or rent may be used.

3.16 Address Numbers. Address Numbers will be displayed on the mailboxes. An additional address may be placed on the front of the house. All address number designs and locations shall be in accordance with the Architectural Guidelines and approved by the ACC.

3.17 Flagpoles. Flagpoles and flags to be displayed shall be in accordance with the Architectural Guidelines and approved by the ACC.

3.18 Basketball Goals, Sports or Recreational Equipment. Basketball goals, sports or recreational equipment are permitted, but must be located on the driveway behind the front façade of the home or in an area otherwise approved by the ACC.

3.19 Windows. Any drapery window covering placed on any windows facing any street must be lined with a white or off-white backing unless otherwise approved by the ACC. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades, or other purposes, nor shall window mounted heating or air-conditioning units be permitted.

3.20 Wall Mounted Heating/Air-Conditioning Units. No wall mounted heating/air-conditioning units are permitted on any improvements with the Subdivision.

3.21 Mailboxes. All mailboxes shall be uniform of the same size, kind, quality and construction of the subdivision and shall be approved by MAC Development, LLC.

3.22 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, junk, debris, grass cutting and lawn debris, seafood debris such as crab shells, shrimp shells, crawfish heads/shells, or seafood waste by products. All such waste shall be kept except in sanitary containers, constructed of plastic with tightly fitted lids, and kept behind a fence not visible from street. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

3.23 Livestock and Poultry. No animals or livestock of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be maintained on the lots; however, lots may never be used for commercial purposes.

3.24 Lighting.

A. Yard and House Lighting. Each lot and/or Unit shall have a gas or electric light fixture on a pole or a post either in the front yard or on the front wall of the single family dwelling. The design, height and location of said fixture shall be subject to the approval of the ACC.

B. Exterior Site Lighting. Exterior pool or landscape lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and should be as close to grade as possible. All exterior lighting must be approved by the ACC prior to installation.

C. Security Flood Lighting. Security Flood Lighting must not infringe upon adjacent neighbors. Only recessed lighting or decorative lighting is allowed in the front of the Dwelling with the exception of two (2) security floodlights are acceptable in the front of the Dwelling. All Security Flood Lighting must be approved by the ACC prior to installation.

3.25 Receiving Devices, Sound or Mechanical Devices. No radio, television, C.B., ham or other antennas, or other receiving device, outside lines, above ground improvements or hanging devices, shall be placed, constructed, maintained or installed on any Lot and/or Unit or upon the improvements of any Lot and/or Unit without the prior written consent of the ACC. However, one (1) satellite dish either round or oval shaped, not to exceed 24" or 36" in diameter is permissible. Satellite dishes must be installed on the rear of the residence, provided, however, if such location on the rear of the residence unreasonably interferes with the ability of the Lot owner to receive reasonably acceptable broadcast signals, such satellite dish may be installed at such location by the residence on pole or the side of the residence as close to the rear as possible, but no further than twenty (20) feet from the rear corner of the residence.

Outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the ACC, and any guidelines in this regard shall be final.

3.26 Solar Panels. Solar Panels are allowed in the subdivision, but the location may not be on the front or sides of the home. Solar panels may only be installed on the rear of the home. The inclusion of solar panels must be part of the initial house plan submittal or must be submitted as a separate submittal to the ACC for prior written approval. Windmills or other such energy devices are **NOT** allowed.

3.27 Aircraft. There shall be no landing nor taking off of any form of aircraft, including helicopters of any form, in the Subdivision.

3.28 Nuisance. No noxious, illegal or offensive trade activity shall be carried on or upon any Lot and/or Unit, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or the public.

3.29 Oil and Mining Operations. No drilling of water wells, 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 or oil or natural gas shall be erected, maintained or permitted upon any lot.

3.30 Removal of Dirt. Excepting for the purposes of actual construction of a dwelling or in-ground pool on any Lot; no sand, gravel or soil shall be dug or removed from any Lot in the Subdivision.

3.31 Sightlines. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2') feet and six (6') 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 points twenty-five (25') feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10') feet 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.

3.32 Lot Maintenance. Each individual Lot owner shall be responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds. In the event that the owner(s) fail to perform this obligation, then the Board shall have the authority to have the Lot(s) and/or Unit(s) properly cut or cleaned and shall be paid a reasonable charge for such services by the owner of the Lot and/or Unit immediately upon the request therefor. If the owner fails to pay said charge, then said charge shall become a lien and a special assessment and the owner shall be responsible for paying the same and any costs and attorney fees for collection thereof or associated therewith.

3.33 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot unless the express written consent of the ACC first shall have been obtained.

3.34 Driveways and Sidewalks. Each lot and/or Unit 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. Location of the driveway on the Lot must not interfere with the location of electrical transformers within servitudes along the various property lines of the Lot, and located from the front of the lot property line to the street. All driveways located within the property will be concrete, or 4" thick limestone with 12"x6" wide concrete borders, unless otherwise approved by the ACC. No driveway shall be constructed without the prior written approval of the ACC as to its location, which said location shall not be nearer than two (2') feet to any side Lot line. The size of culverts and the grade to which they are to be installed shall be obtained from the designated representative of MAC Development, LLC, prior to installation. If either of these instructions is not adhered to, MAC Development, LLC, in its sole discretion, shall have the right to correct this violation at the expense of the Lot owner.

3.35 Utilities. 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. Each resident or establishment within the subdivision shall subscribe and be subject to the water, sewerage, and sanitation (garbage and refuse disposal) services provided by the respective provider or utility company. Natural gas services must be utilized within each residence for the kitchen cooking, water heaters, central heat or any other item capable of being powered by natural gas. If no gas services are obtained for the home, then property owner will be required to pay a one-time fee of \$1000 to MAC Development, LLC.

3.36 Fences. Fences may not be located nearer to the street than ten (10') feet from the front facing façade of the house. On corner lots, fences must be set back at least twenty (20') feet from the side property line. Fences shall be constructed only of wood, ornamental iron, vinyl, brick, or stone and shall have a maximum height of six (6') feet, except for lots 57, 58, 60, 61-67, inclusive, abutting Crawford Landing Road, all must be a cedar or weather durable material to match, eight (8') feet in height with top-cap and apron to prevent access, and must be maintained at all times by said lot owner of record. The eight (8') foot fences as stipulated above



for lots 57, 58, 60, 61-67 (inclusive) along Crawford Landing Road shall be a solid fence and have no access gates or openings onto Crawford Landing Road. Failure to maintain said (8') foot fencing at any time, LHOA has the right to correct this violation at the expense of the owner. All fences must be approved by the ACC prior to installation. The permission of MAC Development, LLC, 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. **Chain link fences are not allowed.**

3.37 Landscape Requirements and Restrictions. All Landscaping must be designed by a licensed Landscape Architect approved by the ACC and shall follow the design as submitted. Any changes to the Landscape plan(s) must have prior approval by the ACC. Landscaping shall be installed within thirty (30) days of substantial completion of the residence on the Lot. Tree Restrictions. before land clearing begins the ACC must site survey for existing trees to remain. Landscaping. Owner must plant a minimum of fifty (50) shrubs (3 gallon in size) of which fifty percent (80%) are to be planted in the front yard. Sizes of plant material will be based on criteria established in the "American Standard for Nursery Stock", by the American Association of Nurseryman, Inc., and the latest edition. Based on a bed area of four hundred (400) square feet with fifty (50) three (3) gallon plants spaced thirty-six (36") inches on center, the following chart illustrates acceptable equivalent choices:

One 7 Gallon Shrub	=	Three 3 Gallon Shrubs
One 5-Gallon Shrub	=	One and One-Half 3 Gallon Shrubs
One 3-Gallon Shrub	=	One 3 Gallon Shrub
Two 1-Gallon Shrubs	=	One 3 Gallon Shrub
Three & One-Half 6" pot shrubs	=	One 3 Gallon Shrub
Nine 4" Pot Shrubs	=	One 3 Gallon Shrub

All front, rear, and side yards shall be one hundred percent (100%) solid sodded with centipede or equal grass. Failure to adhere to these restrictions constitutes a violation and this default may cause the ACC to have the work performed at the owner's expense.

3.38 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan, 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 (10') feet of the front and rear property line of each lot.

3.39 Drainage.

A. No owner shall in any way interfere with or alter the established drainage pattern of water over his Lot or interfere with drainage over and through any drainage servitude on his Lot. For the purposes of these restrictions, the "established drainage pattern" is define as the drainage pattern which is designed to occur at the time of the overall filling and grading of the Subdivision and the Lots in the Subdivision have been completed in accordance with the requirements of these restrictions and in accordance with the Master Paving and Drainage Plan submitted to the St. Tammany Parish Planning Commission. Copies of said plans are also filed in the Official Records of St. Tammany Parish, Louisiana and with the Architectural Control Committee.

B. In order to achieve the established drainage pattern, each Owner shall be responsible to grade, elevate and fill his Lot in accordance with and as required by these restrictions and the Site Grading Plan. Each Owner shall also be responsible to maintain the elevation of his Lot so that water shall drain over and through his Lot in accordance with the established drainage pattern for his Lot as provided herein and as shown on said Site Grading Plan.

C. The maximum slope of any and all Lots within the Subdivision shall be 4:1 unless otherwise approved by the ACC.

3.40 Swimming Pools, Hot Tubs, and Spas. Swimming pools, hot tubs, and/or spas, patios and decks shall be located on the rear portion of the Lot and/or Unit. Notwithstanding the provision in Article II Section 2, swimming pools, hot tubs, and/or spas, patios and decks shall not be nearer than five (5') feet to the rear property line. Swimming pools shall be constructed in the ground and shall be at normal ground level. No above-ground swimming pools shall be allowed. A fence of a design approved by the ACC, and in compliance with St. Tammany Parish regulations, shall completely enclose any swimming pool.

3.41 Clotheslines. Outside clotheslines or other outside facilities for airing or drying clothes are specifically prohibited and shall not be erected, placed or maintained on the Lot and/or Unit. No clothing, rugs, or other items shall be hung on any railing, fence, hedge or wall.

3.42 Multiple Lots.

A. Nothing in these restrictions shall prohibit an owner of any two (2) adjoining Lots having frontage on the same street from erecting a residence on the two (2) Lots, which shall be considered, for the purpose of these restrictions, more particularly for assessments, as two (2) lots, even if said Lots are resub-divided into one (1) larger Lot.

B. No Lot or Lots shall be sold except with the description as shown on the original plan of subdivision referred to above, or any revisions or amendments thereto; provided, however, that any Lot or Lots may be subdivided or re-platted with the prior written consent of the ACC.

3.43 Model Homes. Model homes will be permitted in THE LANDINGS OF CROSS GATES Subdivision but only with the express written consent of MAC Development, LLC. 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 MAC Development, LLC, but only after written application has been made and approved which specifies further the advertising devices intended to be used. MAC Development, LLC, and reserves the right to impose such limitations on these devices as it deems fit. MAC Development, LLC, reserves the right, at any time in its sole discretion, to revoke permission to use a residence as a model home.

3.44 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.

3.45 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.

3.46 Membership in Homeowners Association. **Every person or entity who is a record title owner of any lot situated in this subdivision shall automatically be members of THE LANDINGS Homeowners Association.**

3.47 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.

**Construction must be completed within one (1) year from the date of the commencement of construction**, unless said construction has been halted by an Act of God or force majeure such as a hurricane, tornado, or flood. Ordinary rainfall delays shall not be an exemption from this provision. If the owner fails to complete construction within one (1) year from the date of commencement of construction, then the owner shall be assessed a special assessment by the Board for violating this provision, which assessment, if not paid by the owner, shall become a lien on the Lot in accordance with the terms and provisions provided herein. The owner shall be responsible for paying the same and any costs and attorney's fees for collection thereof or associated therewith and may additionally forfeit any refundable construction damage deposit.

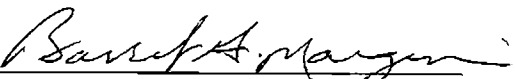
CERTIFICATE OF AUTHORITY  
MAC DEVELOPMENT, LLC

I/WE, Rothside Properties, LLC AND Macaluso Properties, LLC, pursuant to the Articles of Organization thereof, do hereby certify that they are fully authorized and empowered, acting independently, to purchase, sell, exchange, donate, mortgage or lease any and all immovable property on behalf of the LLC on such terms and conditions in her sole discretion may deem appropriate.

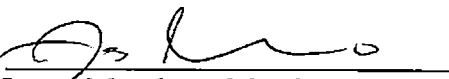
They are authorized and empowered to appear before any notary public and execute any acts of sale conveying or purchasing with full warranty the LLC's interest in and to any property owned by the LLC; to sign all papers, documents and acts necessary in order to purchase, convey, donate or mortgage property on behalf of the LLC, to receive and receipt for the proceeds thereof, to make payment of the sales price and to do any and all other things necessary or proper to carry out said purchasers or sales or mortgages, for such amount and on such terms and conditions as he may deem appropriate.

They are further authorized and empowered to execute any and all documents in connection with all immovable property to purchase or sell property.

ROTHSIDE PROPERITES, LLC,  
MEMBER

By:   
Barret G. Margin, Managing Member  
February 25, 2019

MACALUSO PROPERTIES, LLC,  
MEMBER

By:   
James Macaluso, Member  
February 25, 2019

CERTIFICATE OF AUTHORITY  
ROTHSIDE PROPERTIES, LLC

I, Barret G. Margin, Member of Rothside Properties, LLC, pursuant to the Articles of Organization thereof, do hereby certify that Barret G. Margin is fully authorized and empowered, acting independently, to purchase, sell, exchange, donate, mortgage or lease any and all immovable property on behalf of the LLC on such terms and conditions in her sole discretion may deem appropriate.

Barret G. Margin is authorized and empowered to appear before any notary public and execute any acts of sale conveying or purchasing with full warranty the LLC's interest in and to any property owned by the LLC; to sign all papers, documents and acts necessary in order to purchase, convey, donate or mortgage property on behalf of the LLC, to receive and receipt for the proceeds thereof, to make payment of the sales price and to do any and all other things necessary or proper to carry out said purchasers or sales or mortgages, for such amount and on such terms and conditions as he may deem appropriate.

Barret G. Margin is further authorized and empowered to execute any and all documents in connection with all immovable property to purchase or sell property.

  
Barret G. Margin, Managing Member

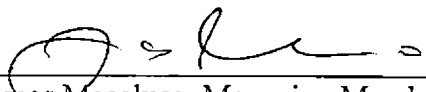
February 25, 2019

CERTIFICATE OF AUTHORITY  
MACALUSO PROPERTIES, LLC

I, James Macaluso, Member of Macaluso Properties, LLC, pursuant to the Articles of Organization thereof, do hereby certify that James Macaluso is fully authorized and empowered, acting independently, to purchase, sell, exchange, donate, mortgage or lease any and all immovable property on behalf of the LLC on such terms and conditions in her sole discretion may deem appropriate.

James Macaluso is authorized and empowered to appear before any notary public and execute any acts of sale conveying or purchasing with full warranty the LLC's interest in and to any property owned by the LLC; to sign all papers, documents and acts necessary in order to purchase, convey, donate or mortgage property on behalf of the LLC, to receive and receipt for the proceeds thereof, to make payment of the sales price and to do any and all other things necessary or proper to carry out said purchasers or sales or mortgages, for such amount and on such terms and conditions as he may deem appropriate.

James Macaluso is further authorized and empowered to execute any and all documents in connection with all immovable property to purchase or sell property.

  
James Macaluso, Managing Member

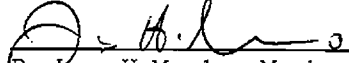
February 25, 2019


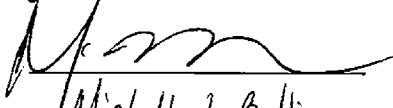
THUS DONE AND PASSED in my office in Slidell, Louisiana, on the day, month and year herein first above written in the presence of the undersigned competent witnesses who have hereunto signed their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:


**MAC DEVELOPMENT, LLC**

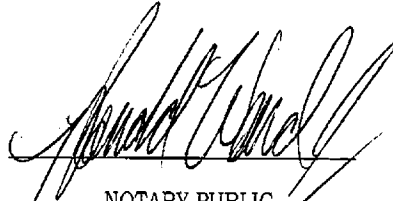
**By: Macaluso Properties, LLC, Member**

  
By: James H. Macaluso, Member

  
Alycia Ward  
  
Mitchell L. Ballinger

**By: Rothside Properties, LLC, Member**

  
By: Barret G. Margin, Member

  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

Joseph Ronald Ward, Jr.  
Notary Public (La. Bar #22671)  
State of Louisiana  
Parish of St. Tammany  
Statewide Jurisdiction  
My commission is for Life.

EXHIBIT "A"  
SUBDIVISION PLAN





EXHIBIT "B"

**ARCHITECTURAL CONTROL COMMITTEE (ACC)  
LICENSED CONTRACTOR CHECKLIST  
THE LANDINGS OF CROSS GATES – PHASE 5**

The following items must be submitted to the ACC prior to construction of your home. Your plans will be reviewed to determine compliance with the Covenants, Conditions, and Restrictions, and the Committee, at which consist of three members, will render its decision in writing.

- \_\_\_ (a) The approved Louisiana licensed contractor will provide a written request for preliminary approval with the Three Thousand (\$3,000.00) Dollar review fee payable to MAC Development, LLC. This check will be in an ACC account and MAC Development, LLC will provide required inspections that will insure said contractor follows approved submitted information on this checklist.
- \_\_\_ (b) Macaluso Home Designs, Inc. will provide one complete set of working plans and specifications with a minimum size of 24" x 36" (Arch D sheet) or a PDF of your building plans, unless otherwise approved by MAC Development, LLC, prior to any work commencing on the Lot.
- \_\_\_ (c) Engineered Foundation plans with a minimum size of 24" x36" or a PDF
- \_\_\_ (d) Site plan drawn to scale indicting gross and useable lot line dimensions and setbacks. Also include a copy of recent survey from registered surveyor. Location of house, other structures, drives, walks, etc. must be dimensioned to lot lines.
- \_\_\_ (e) Grading plans showing sloping and indication of finish floor elevation of home, finish floor elevation of garage, porches, ground around the house, patios, and curb at street.
- \_\_\_ (f) Sample of Architectural Dimensional Roofing Shingle.
- \_\_\_ (g) Samples of exterior colors.
- \_\_\_ (h) Sample of brick, stucco, Hardie board and/or vinyl material.
- \_\_\_ (i) Completed approved Landscaping Plan by licensed Architect as per the Covenants, Conditions and Restrictions on a minimum size of 24" x36" (Arch D sheet) or a PDF. This will be inspected as per compliance with the Covenants, Conditions, and Restrictions.