

RESTRICTIONS  
OF  
CROSS GATES SUBDIVISION  
PHASE THREE

III  
UNITED STATES OF AMERICA  
PARISH OF ST. TAMMANY  
STATE OF LOUISIANA

BE IT KNOWN, that on this 20 day of July 1978,  
BEFORE ME, Martin A. Smith, Jr., Notary Public, duly  
commissioned and qualified in and for the Parish of St. Tammany,  
State of Louisiana, therein residing and in the presence of the  
undersigned:

PERSONALLY CAME AND APPEARED: Cross Gates, Inc., a Louisiana  
corporation, domiciled in the Parish of St. Tammany, State of  
Louisiana, represented herein by Louis G. Miramon, Jr.,  
authorized by resolution of Cross Gates, Inc., who declared that  
said corporation is the owner of Cross Gates Subdivision, Phase  
Three, located in Section 38, Township 9 South, Range 15 East,  
St. Tammany Parish, Louisiana, more particularly described as  
follows, to wit:

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, situated in  
Section 38 Township 9 South, Range 15 East, St. Tammany  
Parish, Louisiana and more fully described as follows:

Lots 178 thru 208 and Lots 216 thru 265, Phase Three in  
Cross Gates Subdivision as per plat of survey by Ivan M.  
Borgen, C.E. dated May 1, 1977 and revised September 1,  
1977.

Appearer further declared that from this date forward said  
subdivision as shown on the plat, except for Lots 209 and 215  
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 two (2) stories in height and a private garage or carport, except as provided herein.

2. BUILDING LOCATION: No building 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 forty (40) feet to front property line. No building shall be located closer than ten (10) feet to an interior lot line, except that a garage or carport may be located within five (5) feet of an interior lot line. All garages and carports opening to the front shall be set back at least twenty (20) feet from the front building line, it being the intention of this restriction to have front opening garages and carports which are closed in on three sides, where the entrance faces the side of the structure, 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 the structure or garage shall be located closer than twenty (20) feet to the street. No part of the main building may extend nearer than twenty (20) feet of the rear lot line. Garages, carports and accessory buildings may be located within seven and one-half (7-1/2) feet of the rear lot line.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be built on any lot selling for less than TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS, excluding cost of lot based upon 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 one thousand six hundred (1,600) square feet. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand six hundred (1,600) square feet for a one-story dwelling, nor less than one thousand (1,000) square feet for a dwelling of more than one story, with the second story to be not less than six hundred (600) square feet.

4. 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 seven and one-half (7-1/2) feet of the rear property line of each lot.

5. 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.

6. TEMPORARY STRUCTURES: No structure of a temporary character, i.e., trailer, mobile homes, basement, tent, shack, garage, barn 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 office trailer and one watchman's house trailer located on lots owned by the building contractor must be actively and progressively engaged in the construction of houses in the subdivision.

7. 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 during the construction and sales period.

8. 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.

9. 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

of disposal of such materials shall be kept in a clean and sanitary condition.

10. **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.

11. **SIGHT LINES:** 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 distance of such intersection unless the foliage line is maintained at sufficient height to prevent the obstruction of such sight lines.

12. **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 an instrument signed by a majority of the then owners of the lots has been recorded indicating agreement to change said covenants in whole or in part.

13. **FENCES:** Fences may not be located nearer to the street than the front of the house. On corner lots fences must be set back at least twenty (20) feet from the front and side street. Fences shall be constructed only of wood, chain link, ornamental iron or brick and shall have a maximum height of six (6) feet. 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.

14. **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 park overnight on the streets, driveways, or lots in front of the front building line. 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 this subdivision at any time.

15. **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.

16. **MODEL HOMES:** Model homes will be permitted in the 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 house, 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 satisfies further the advertising device(s) 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.

17. **DRIVEWAYS:** Driveways must be blacktopped 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 their installation. If either of these instructions is not adhered to, Cross Gates, Inc. in its sole discretion shall have the right to correct this violation.

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

19. 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.

20. MAINTENANCE OF MEDIAN AREAS: All property owners fronting on streets with median areas with the other owners fronting on a particular median area shall maintain said median area by grass cutting, shrub pruning, replacement of shrubs and plants, etc.

21. 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.

22. 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.