

RESTRICTIVE COVENANTS OF
CROSS GATES SUBDIVISION
PHASE 5D-1

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

BE IT KNOWN, that on this 20th day of July, 1992

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana, and in the presence of the witnesses hereinafter named and 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 said corporation as recorded in COB 810, folio 267 of the official records of St. Tammany Parish, Louisiana,

who declared that it is the record owner of certain property located in Section 38, Township 9 South, Range 15 East, St. Tammany Parish, Louisiana, being designated as CROSS GATES SUBIDIVISION, PHASE 5D-1 in accordance with Plat of survey by J.V. Burkes III, C.E., recorded July 13, 1992, as Plat Map No. 1083-A on file with the Clerk of Court for St. Tammany Parish, Louisiana, more particularly described as follows, to-wit:

ALL THOSE CERTAIN LOTS OR PARCELS OF LAND, together with all the buildings and improvements thereon, situated in St. Tammany Parish, Louisiana, being more fully described as follows to-wit:

LOTS 617 through 625, 717 through 732, and 743 through 745 inclusive of CROSS GATES SUBIDIVISION, PHASE 5D-1, near the City of Slidell, St. Tammany Parish, Louisiana

All in accordance with Plat Map No. 1083-A on file with the Clerk of Court for 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 on single family swelling 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 the front property line. No building shall be located closer than ten (10) feet to an interior lot line, except that the garage or carport may be located within five (5) feet of an interior 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 structure, may be located at the front building line, but must be ten (10) 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 side property line. No part of the main building may extend nearer than twenty five (25) 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 FIFTY THOUSAND AND 00/100----- (\$50,000.00) 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 garages, carports, porches or breezeways shall not be less than One Thousand Six Hundred (1,600) square feet. Each dwelling must have a double garage or carport with a minimum of Four Hundred (400) 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 out buildings shall be used on any lot at any time as residence, either temporarily or permanently, except that building contractors may have one office trailer and one watchmen's house trailer located on lots owned by the building contractor, along with the necessary with the lumber sheds, shop, etc., necessary in the construction of houses in the subdivision, provided that 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 and/or one sign of not more than twenty (20) square feet advertising the property during the construction and sales.

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 or disposal of such material 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 them at 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 of ally 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 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, unless an instrument signed by a majority of the then owners of the lots has been recorded indicating agreement to change and/or extend said covenants in whole 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 side property lines. 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 be permitted to park overnight on the streets, driveways, or lots in the 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 transports inflammable 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 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, maybe permitted at the sole discretion of Cross Gates, Inc., but only after written application has been made and approved which satisfies 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.

17. **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 their 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.

18. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which will 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.

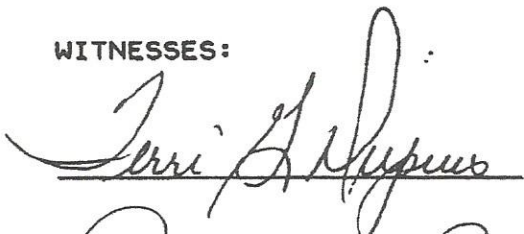
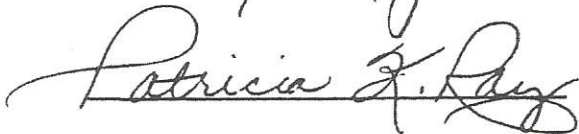
20. MAINTENANCE OF MEDIAN AREAS: All property owners fronting on streets with median areas with the other owners fronting on a particular median area shall maintain said median area by grass cutting, shrub pruning, replacements of shrubs and plants, etc.

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 Cross Gates, Inc. 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 the plans and specifications have been submitted to him, or in any event, if not 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 setback 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.

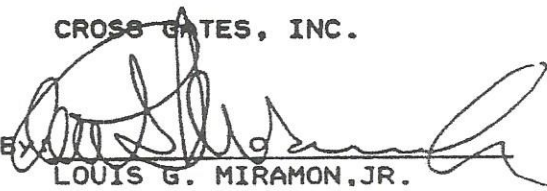
22. PARISH OF ST. TAMMANY BUILDING CODES AND ORDINANCES: In the event any of the above and foregoing conditions and restrictions conflict with any of the provisions of the Parish of St. Tammany Building Code or any ordinance or ordinances governing subdivisions or the building residences, either in force at the present time are 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.


LOUIS G. MIRAMON, JR.
PRESIDENT

