

**CROSS CREEK RESTRICTIONS, FIRST & SECOND FILING
AMENDMENT & SUPPLEMENTAL
& ALTERNATIVE PRIVATE PREDIAL DEED RESTRICTIONS
FEBRUARY 2012**

Reference Original Filing
COB _____ Page _____

***STATE OF LOUISIANA
PARISH OF LIVINGSTON***

BE IT KNOWN, that on the dates hereafter set forth, pursuant Louisiana Revised Statute 9:1141.1 et. seq. the undersigned Lot Owners in Cross Creek Subdivision, First and Second Filings in Livingston Parish, and representing greater than seventy-five (75%) per center of all lot owners in each respective filing, do hereby amend certain existing restrictions and create and establish the following additional Supplemental and otherwise alternatively hereby create private predial deed restrictions to those lots of the undersigned, subject to the Restrictions of record for Cross Creek Subdivision in Livingston Parish on and in favor of each respective lot in said subdivision in accordance with law and in favor of the Cross Creek property or homeowners association formed by the Developer for the maintenance and preservation of property values and enforcement of all restrictions of record in the Cross Creek subdivision development n Livingston Parish.

The following amendments and supplemental building, use, and private predial deed restrictions are created pursuant the purpose of the general plan of development as set forth in the original restrictions of record to establish a single property or homeowners association for all filings of Cross Creek including the Gardens at Cross Creek to thereby constitute a single subdivision with all lot owners therein being members of a single association and subject to their respective restrictions for each filing and these supplemental restrictions.

AMENDMENTS TO EXISTING RESTRICTIONS

SECTION III: ARCHITECTURAL CONTROL COMMITTEE

The title to the section is amended as set forth above, and paragraph C is amended to read:

- C. At such time as a majority of the first committee members or their designated successor deem appropriate, a majority of the first committee members shall select a minimum of three (3) but not more than five (5) lot owners, or designate the Board of Directors of the property or homeowners association formed by the Developer to serve as the Architectural Control Committee by authentic act duly recorded in the conveyance records of Livingston Parish, State of Louisiana. Said Board of Directors may appoint individuals to serve in such capacity acting as agents for the Board as the Board deem appropriate. In case of death or resignation of any committee member prior to transfer of such duties to the Board of Directors, the remaining members shall have full authority to designate a successor or transfer authority as set forth. The members of the committee shall not be entitled to compensation for their services but may retain profession services if plan review charges are imposed on a lot owner by the Board of Directors.

SECTION IV: PLANS SUBMITTAL AND REVIEW

Paragraph A. is amended to read:

- A. No residence, building, fence, wall, or other structures or external improvements shall be commenced, erected or maintained, nor shall any addition, change, or alteration of any kind therein be made until plans, elevations, exterior color schemes, locations, garage doors and garage specifications, and the grading plan of the lot shall have been submitted to and approved in writing by a majority vote of the committee. In the event the committee or its designated representative or representatives fail or fails to approve or disapprove the plans in writing sent by certified mail to the address of the lot owner within thirty (30) days from the receipt of the submission of proper plans and specifications, then approval as to harmony and design shall be deemed have been fully complied with, however such approval by default shall not waive compliance with specific building restrictions set forth in the Restrictions for Cross Creek. Any variance in the set back lines granted by the Developer on a given lot shall not constitute a waiver of those restrictions for future improvements. All references to “committee” in the restrictions shall refer to the Architectural Control Committee.
- B. No building, improvement, landscaping, or other structure shall be erected, placed, altered, or remodeled on any lot until specifications and plans have been approved by the Architectural Control Committee as to the quality and type of material, approval of the builder, and harmony of exterior design and/or compatibility with existing landscaping and structures, as well as location with respect to topography and finish grade elevation. The committee shall retain one (1) copy of the submitted plans, specifications, plot plan, and grading plans.

SECTION V: BUILDING REQUIREMENTS & USE RESTRICTIONS

The above title to Section V, is changed to read as stated, and the following paragraphs are amended to state:

- G. For each individual residence constructed, there shall be constructed not less than a two (2) car garage compatible with the design and harmony of the primary dwelling and having an automatic door. The garage shall be primarily utilized for the parking of vehicles and shall be kept free of excessive items and storage to the exclusion of vehicles. The garage doors shall be closed except for ingress or egress or ingress and for maintaining the lawn, landscaping, or the dwelling.

SECTION XII: GENERAL PROVISIONS

The following paragraphs under the Section entitled General Provisions are amended, and supplemented with new restrictions established as follows:

Paragraph B is amended to read:

- B. The Developer, any lot owner in the filing where the violation occurs, or the homeowners or property owners association formed by the Developer shall have the right to enforce these restrictions at law or in equity against any owner attempting to

violate or violating any restrictions or covenants, servitudes or conditions and to seek either a mandatory or prohibitive injunction without the necessity of providing any bond, each owner by the purchase of a lot in Cross Creek, being deemed to waive the requirement of posting any bond to enforce the restrictions of record. Failure of any person or entity to enforce any provision or restriction shall in no manner be deemed a waiver of the right to do so thereafter. The homeowners or property owners association, Developer, or any owner shall be entitled to recover all cost of enforcing the restrictions of record including reimbursement of reasonable attorney fees from the property owner adjudicated in violation of the restrictions of record, which shall include all cost of collection of past due levies, dues, assessments, late fees, and lien cost, recordation, and related attorney fees incurred in the collect of said fees, dues, and assessments.

- C. These provisions, amendments, restrictions, and alternative private predial deed restrictions of the undersigned, shall be separable and invalidation of any restriction, covenants, or conditions as set forth herein by judgment or court order shall in no way affect any other of these Restrictions, Covenants, and conditions, which shall remain in full force and effect, or otherwise affect the maximum amount of lots and property allowed by law. All restrictions not amended herein shall be carried forward as if copied in extensio, and this document shall control in any conflict between this document and provisions of the original restrictions of record unless any provision set forth herein is deemed invalid or without effect, in which case the original restrictions of record shall control and continue in effect.
- D. The Developer, Cross Creek, LLC reserves the right to amend these building restrictions one or more times to add additional lots to the subdivision and to impose the building and use restrictions, conditions, and servitudes set forth in these restrictions on said filings, and to otherwise establish additional restrictions, change, amend or modify existing restrictions in the sole discretion of the Developer in such a manner that will create a more unified general plan of develop and use of the lots in the development know as Cross Creek in Livingston Parish to the end that lots covered by the original restrictions, this amendment or future amendments shall constitute a single subdivision subject to the applicable restrictions of record which shall be enforceable by the single homeowners or property owners association formed by the Developer, in addition to the Developer, or affected owners.

SUPPLEMENTAL RESTRICTIONS

SECTION XIII. HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION

- A. There shall be only one homeowners or property association for the filings in Cross Creek development in Livingston formed by the Developer which may include the lot owners and Developer of The Gardens at Cross Creek at the option of the Developer.

B. Every Owner of a lot in Cross Creek shall be a member of the Association which shall be appurtenant to and may not be separated from ownership of any lot. all owners, including the Developer, or builders shall be entitled to one vote for each lot owned when more than one person holds an interest in any lot, all such persons shall be members, however for any lot owned by multiple members, only a single vote shall exist as determined by the owners who shall furnish to the association the name of the person entitled to cast said vote and maintain a current address at all times with the association which shall be the official address for all notices required by law, the Articles of Incorporation, or By-Laws. In default thereof sending notices by certified mail to the last known address shall suffice for notice of any meeting or action requiring the vote of a given lot owner. Each lot owner shall be subject to the Articles of Incorporation, By-Laws, and Rules and Regulations of said association. The Developer shall not be subject to association assessments or dues.

C. The homeowners or property owners association shall further the common interest of the owners in Cross Creek development, acting through a Board of Directors, initially appointed by the Developer for a period of three (3) years, from the date of incorporation, and thereafter elected by a majority of property owners in all filings including The Gardens of Cross Creek if its owners are made members of the single homeowners and property owners association for Cross Creek. The Association shall have the authority to do all things a regular property and/or homeowners association does including:

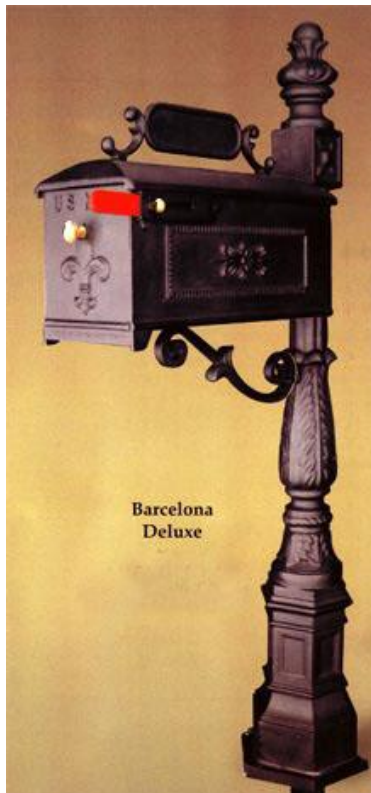
- a. Elect officers to conduct the affairs of the Association.
- b. Enforce all covenants and restrictions of record.
- c. Serve and represent the Owners in any public matter or hearing affecting the subdivision.
- d. Maintain any landscaping or other structures at the Subdivision entrance and all common Areas throughout the subdivision.
- e. Maintain the grounds and grass and all Common Areas.
- f. Levy, assess, and collect dues based upon an annual budget sufficient to conduct the functions of the Association including providing security and insurance if deemed necessary by majority vote of the Board of Directors.
- g. Conduct annual meetings for the election of directors, determine the budget for the coming year, and such other matters that in the judgment of a majority of the board should be brought before the membership. A quorum for all meetings of the general membership shall be those in attendance after 30 days notice of any meeting with the agenda set forth is sent to all property owners in advance of said meeting.

- h. A quorum of the Board of Directors shall be a majority of the board which shall require not less than a ten (10) day notice unless waived for emergency meetings.
- i. Each lot shall have one vote on all matters before the association. The assessment and levy of any annual regular dues for recurring expenses shall require the vote of a majority of those members present in person or by proxy at the annual meeting which date and place shall be set by the Board of Directors, to be held in Livingston Parish.
- j. Special meetings may be called by the Developer, President of the Association or a majority of the Board of Directors, with the required thirty (30) day notice sent to all property owners with the agenda of said meeting setting forth the purpose of said meeting, at which a quorum shall be those in attendance in person or by proxy. Any vote to raise the annual assessment, or to levy a special assessment for capital improvements or unforeseen needs, shall require a vote of two-thirds (2/3) of those present in person or by proxy at the special meeting so called.
- k. The association shall have all the lien and collection rights as set forth in the Louisiana Homeowners Act, La. R.S. 9:1141.1 et seq. for all annual and special assessments.

THUS DONE AND SIGNED, in Livingston Parish on the dates hereafter set forth by not less than SEVENTY-FIVE (75%) of all property owners in Cross Creek subdivision, 1st and 2nd Filings in the presence of the witnesses subscribed hereto, and the Developer, KBR DEVELOPMENT, LLC.

SEE ATTACHED SIGNATURES

CROSS CREEK (Walker, LA)



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