

**BYLAWS OF  
CROSS CREEK PROPERTY OWNERS ASSOCIATION, INC.**

**NAME**

The name of the organization shall be Cross Creek Property Owners Association, INC., the ("Association").

**PURPOSE AND OWNER OBLIGATION**

**Section 1. Purpose.** The purpose for which this non-profit Association is formed is to govern the subdivision property known as Cross Creek Property Owners Association, INC situated in the Parish of Livingston, State of Louisiana, which Property including all future filings is more particularly described as:

Lots 1 through 39, inclusive of that subdivision located in the Parish of Livingston, State of Louisiana, known as CROSS CREEK, FIRST FILING, said property further described on the map entitled "Final Plat of Cross Creek Subdivision First Filing, A Residential Development, Located in Section 17 and 18, T6S – R4E, G.L.D., Livingston Parish, Louisiana for Blount, LLC prepared by Alvin Fairburn and Associates, LLC., Consulting Engineers, Land Surveyors. Land Development Consultants, Project Designers", dated December 6, 2007 the original of which was filed in the Official records of the Clerk of Recorded for Livingston Parish, Louisiana at Plat Book 59, Page 75, Entry 687302; and

Lots 40 through 78, inclusive of that subdivision located in the Parish of Livingston, State of Louisiana, know as CROSS CREEK, SECOND FILING, said property further described on the map entitled "Final Plat of Cross Creek Subdivision Second Filing, A Residential Development, Located in Section 17 and 18. T6S – R4E, G.L.D., Livingston Parish, Louisiana for Blount, LLC prepared by Alvin Fairburn and Associates, LLC., Consulting Engineers, Land Surveyors. Land Development Consultants, Project Designers", dated December 6, 2007 the original of which was filed in the Official records of the Clerk of Recorded for Livingston Parish, Louisiana at Plat Book 59, Page 75, Entry 687302; and

Also to include Gardens of Cross Creek and all future filings described as:

certain parcels of immovable property described as Lots 1 through 43, inclusive of that subdivision located in the Parish of Livingston, State of Louisiana, known as THE GARDENS AT CROSS CREEK, FIRST FILING, said property further described on the map entitled "Final Plat of The Gardens at Cross Creek Filing A Residential Development, LLC prepared by Alvin Fairburn & Associates, LLC., Consulting Engineers, Land Surveyors, Land Development Consultants, Project Designers", dated February 7, 2008 the original of which was filed in the Official records of the Clerk and Recorded for Livingston parish, Louisiana at Plat Book 59, page 206, Entry 661546;

to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Restrictive Covenants and Restrictions for Cross Creek Property Owners Association, INC, and any subsequently filed amendments or annexations thereto, affecting various lots in Cross Creek Property Owners Association, INC (the "Restrictions") as the same may be amended from time to time as therein provided. The Association shall have all such power as is not repugnant to law.

**Section 2. Duties.** The Association is charged with ownership, management and maintenance of the Common Areas, as defined by the Restrictions, and the enforcement of the provisions in these Bylaws and the Restrictions. The Association may adopt reasonable rules relating to the use of the Common Areas and any improvements thereon including a limit on the number of guests of members, the suspension of voting rights for failure to pay any assessment due and owing or infraction of published rules and regulations.

**Section 3. Owner Obligation.** All present or future owners, tenants, future tenants or any other person who is an owner or user of the Lot or Lots in the Cross Creek Community are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any Lot or Lots in the Subdivision or the mere act of occupancy of any of said Lot or Lots will signify that these Bylaws are accepted, ratified and will be strictly followed.

## **DEFINITIONS AND TERMS**

**Section 1. Membership.** Any person upon becoming an owner of a Lot in the Cross Creek Property Owners Association, INC, as evidenced by the recordation in the public records of an instrument conveying ownership of a Lot and improvement, if any, thereon shall automatically become a "Member" of the Association and be subject to these Bylaws including the obligation to pay all current fees, charges, dues and/or assessments. Such Membership shall terminate without any formal Association action whenever such person ceases to own a Lot. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Subdivision during the period of ownership and Membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such Ownership and Membership and the covenants and obligations incident thereto.

**Section 2. Lot.** The term "Lot" shall mean and refer to an individually numbered parcel of the property as shown on the official final plat of the Cross Creek Property Owners Association, INC filed and recorded in the office of the Clerk and Recorder of the Parish of Livingston, State of Louisiana, and shall include any improvements constructed thereon.

**Section 3. Owner.** The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Developer. Any person or entity having an interest in any Lot merely as security for the performance of any obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

**Section 4. Declarant Control Period.** The term "Declarant Control Period" shall have the same meaning as provided in the Restrictions. Said term shall be used interchangeably with and shall mean the same as the term "Developer Control."

**Section 5. Developer.** The term "Developer" shall mean KBR Development, LLC., a Louisiana limited liability company. Developer is identified as the "Declarant" in the Restrictions.

**Section 6. Common Areas.** The term "Common Areas" shall mean and refer to the areas of land donated to or otherwise acquired by the Association for use as Common Areas, including, without limitation, those properties identified as "Common Areas" in the Restrictions or other filings of the Cross Creek Property Owners Association, INC.

## **OFFICERS**

**Section 1. Officers.** The officers of this Association shall be a President, Secretary and Treasurer. The persons serving as officers may be elected to the Board of Directors. Two or more offices may be combined in one person. The duties of the several officers shall be as follows:

**President:** The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors; he shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association.

**Vice President:** In the event of absence or incapacity of the President as outlined above, the Vice President shall assume the duties of President. In the absence of the Secretary or Treasurer, the duties of such officer shall devolve upon the Vice President in his capacity as Assistant Secretary or Assistant Treasurer.

**Secretary:** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known address as shown on the records of the Association. Such lists shall show each Member's name and the number of Members. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

**Treasurer.** The Treasurer shall have charge of all funds of the Association and of their disbursement under the direction of the Board of Directors. He shall keep a record of all monies received and paid out, and make a report of the same to the Board of Directors at each regular meeting thereof and whenever requested to do so. He shall also have the authority, as does the President, to sign all checks, drafts and notes on behalf of the Association.

The Board need not appoint a Vice President or a Treasurer; if either or both are not appointed, those functions shall be discharged by the Secretary.

**Section 2. Term.** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the affirmative vote or approval in writing of a majority of the whole Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the affirmative vote or approval in writing of a majority of the Board of Directors.

**Section 3. Powers.** In the case of the absence of any officer of the Association other than the President, or for any other reason that the Board may deem sufficient as to any officer other than the President, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any director, provided a majority of the entire Board concurs therein.

## **POWERS OF BOARD OF DIRECTORS**

**Section 1. Board.** The direction, management, and administration of this corporation shall be vested in a Board of Directors. Until Developer's control is terminated, the Developer shall appoint initial directors who shall serve until such time as the foregoing provision is met or until their successors are appointed or elected and have qualified or until removed from office by the Developer, whichever comes first. The Board of Directors shall consist of at least three (3) directors, but not more than twelve (12) directors.

**Section 2. Powers.** The Board of Directors shall be charged with the management of all of the affairs of the Association, and shall have those powers and privileges given to the Association as set forth in the Restrictions along with the Association's Articles of Incorporation and Bylaws and any amendments thereto.

**Section 3. Regular Meetings.** Regular meetings of the Board of Directors shall be held at such time and place as the directors shall determine. Special meetings of the Board may be called by the President or Vice President on ten (10) days notice to each director, either personally or by mail; special meetings shall be called by the President or Secretary in like manner pursuant to receiving a written request for such from at least two directors. Immediately following the adjournment of the annual meeting of the members of the Association, the newly-elected directors shall hold a meeting for the purpose of organization and the transaction of any other business.

**Section 4. Special Meetings.** Any action of the Board may be had between its regular meetings upon the consent or approval in writing of a majority of the whole Board.

**Section 5. Quorum.** A majority of the directors shall constitute a quorum of the Board.

**Section 6. Term.** The directors shall serve for a term of one year, except for the initial directors, or until the next annual meeting of the members, or until their successors shall have been duly elected and qualified.

**Section 7. Participation.** Directors of the Association may participate in any Director's meeting by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

**Section 8. Consent Action.** Any action which may be taken at any meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors and filed with the records of proceedings of the Board.

**Section 9. Indemnity and Hold Harmless.** The Association shall indemnify and hold harmless each director and officer now or hereafter serving the Association from and against any and all claims and liabilities to which he may be or become subject by reason of his now or hereafter being or having heretofore been a director or officer of the Association and/or by reason of his alleged acts or omissions as such director or officer, whether or not he continues to be such officer or director at the time when any such claim or liability is asserted, and shall reimburse each such director and officer for all legal and other expenses reasonably incurred by him in connection with defending any and all such claims or liabilities, including amounts paid or agreed to be paid in connection with reasonable settlements made before final adjudication with the approval of the Board of Directors, whether or not he continues to be such director or officer at the time such expenses are incurred; provided however, that no director or officer shall be indemnified against any claim or liability arising out of his own gross negligence or willful misconduct or shall be indemnified against or reimbursed for any expenses incurred in defending any or all such claims or liability or in settling the same unless in the judgment of the directors or the members of the Association the director or officer should be reimbursed. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.

**Section 10. Removal.** Except with respect to Directors appointed by Developer, at any regular or special meeting duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a Majority of the Members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given at least ten (10) days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Board of Directors may resign at any time and shall be deemed to have resigned upon disposition of his Lot.

**Section 11.** Replacement. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced and until such successor shall be elected at the next annual meeting of the Association. Notwithstanding anything to the contrary in this Article, during the period of Developer Control, in accordance with these Bylaws, the Developer shall designate the successor to any resigned or removed member previously appointed by the Developer.

## **MEMBER MEETINGS**

**Section 1.** Location. All meetings of the members shall be held at the registered office of the Association, or at such other place as may be specified in the notice of the meeting.

**Section 2.** Date. The general annual meeting of members for the election of directors and the transaction of other business shall take place on the second Tuesday in January in each year, or the first business day thereafter when such day is a legal holiday, beginning with the year following incorporation.

**Section 3.** Vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy as authorized by the provisions of the Louisiana Nonprofit Corporation Law. Voting shall be limited to members who are current on their dues received by the Association before or at the annual meeting. Current payment status shall entitle a Lot to one vote for the election of directors and other matters considered by the general membership at the annual meeting.

**Section 4.** Notice. Written notice of the annual meeting or any special meeting of the members shall be mailed, postage prepaid, at least ten (10) days before such meeting, to the address of each Lot in the Subdivision. The notice for any special meeting shall state the purpose of the meeting. All meetings of the members of the Association may, however, be called without notice, by a written waiver of the right to such notice by every person entitled thereto.

**Section 5.** Order. At all meetings of members, the order of business shall be, as far as applicable and practicable, as follows:

- (1) Organization;
- (2) Proof of notice of meeting or of waivers thereof (the certificate of the Secretary of the Association, or the affidavit of any other person who mailed the notice or caused the same to be mailed, being proof of service of notice by mail);
- (3) Submission by Secretary or by inspectors, if any shall have been elected or appointed, of list of members entitled to vote, present in person or by proxy;

- (4) If an annual meeting, or a meeting called for that purpose, reading of unapproved minutes of preceding meetings, and action thereon;
- (5) Reports;
- (6) If at a meeting called for that purpose, the election of directors;
- (7) Unfinished business;
- (8) New business;
- (9) Adjournment.

**Section 6. Special Meetings.** Special meetings of the members of the Association may be called at any time by the President, or on the request in writing to the President, of a majority of the Board of Directors. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, shall be called by the President or Secretary at the request in writing of members owning twenty (20%) percent of the Lots in the Cross Creek Community. Such request shall state the purpose or purposes of the proposed meeting, and business transacted at all special meetings shall be confined to the objects stated in the call.

## **MEMBERSHIP**

**Section 1. Membership.** The members of this Association shall consist of all record owners of any lot in the Cross Creek Property Owners Association, INC who have paid all current fees, charges, dues and/or assessments of this Association as assessed by the Board of Directors, which membership shall be evidenced by a receipt for the fees and dues aforesaid.

**Section 2. Vote.** Each Lot in the Cross Creek Property Owners Association, INC shall have one vote in accordance with the Bylaws and all members shall have equal rights and privileges, provided, however in no event shall there be more than one vote per Lot, except as may be otherwise provided for in the Bylaws concerning voting rights of the Developer. No member shall have preemptive rights. A member may vote personally or by proxy appointed in writing.

**Section 3. Rights.** Members shall have the voting rights set forth in the Articles of the Association, subject to Article "MEMBER MEETINGS" Section 3 of these By-Laws.

## **CONTROL**

**Section 1. Developer Control.** Notwithstanding any provision herein to the contrary or in the Restrictions, the Developer shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Lot Owners and any Mortgagees of Record and for the purpose of insuring both a complete and orderly conversion and a timely sellout of the lots in the Cross Creek Community. This control shall terminate in

accordance with the provisions contained in the Restrictions regarding termination of the Declarant Control Period.

**Section 2. Association Control.** After termination of the Declarant Control Period, as provided for the Restrictions, at the next regularly scheduled annual meeting of the members, or, if necessary, at a special meeting called in accordance with the provisions herein, an election shall be held for the purpose of electing a new Board of Directors and new officers in accordance with the provisions herein for such elections.

## **NON-LIABILITY OF DEVELOPER**

Developer shall not be liable in any manner for any claims that may be asserted against an Owner or against the Association, except for such claims related to acts or obligations of the Developer.

## **ASSESSMENTS**

**Section 1. Dues.** All Lot Owners shall be obligated to pay an annual assessment in the amount of Two Hundred Seventy-Five Dollars (\$275.00) imposed by the Association to meet the expenses required for upkeep of the Cross Creek Property Owners Association, INC. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these Bylaws, only if the Member is current in the assessments made or levied against the Lot owned by him. Payments will be considered late after the 30<sup>th</sup> of the month in which it is due. In the event that a resident is late on the lump sum, then the outstanding balance will begin accruing interest at a rate of 12% per annum, along with a Twenty Five Dollar (\$25) late fee. Should this delinquent account not be settled in 60 days from original due date, legal action may be taken by the association to recover the delinquent assessment. The owner is personally obligated to pay the unpaid assessment, charges or expenses and interest incurred. The owner shall also be responsible to pay attorney's fees and all cost and other expenses incurred by the association in connection with collection of such assessment.

**Section 2. Amount.** The Board of Directors may increase the annual assessment by not more than ten (10%) percent above the annual assessment for the previous year. The annual assessment may be increased more than ten (10%) percent by a vote of a majority of the members of the Association at a meeting duly called for this purpose. In addition to the annual assessments authorized above, the board of directors of the Association may levy a special assessment in such amounts as the board determines necessary to carry out the purposes for which the Association was organized and an individual assessment against a Lot or Dwelling and its owner.

**Section 3. Payment.** Any assessment not paid within thirty (30) days after the due date shall receive a fine in the amount of twenty-five and no/100 (\$25) dollars and shall bear interest from the 30<sup>th</sup> day of the due month until paid and at a rate of 12% annum. The Association through the Board of Directors—may bring an action at law against the Owner personally obligated to pay the same, or to enforce the lien and privilege against the Lot, as provided for in the Restrictions. No Owner may waive or otherwise escape liability for the assessment provided

for herein by non-use of the servitudes or Common Areas of the Property or by abandonment of his Lot.

**Section 4. Rights.** Nothing in this Article X shall be construed to limit any rights, privileges, or obligations established by the Restrictions.

## CHECKS

The Board of Directors shall be authorized to open such checking, savings, and other accounts as necessary to conduct the financial situations of the corporation. All checks, drafts and notes of the Association shall be signed by the President or the Treasurer, or by officers or other persons as the Board of Directors may from time to time delegate. A treasurer's report shall be rendered to the Board of Directors on a quarterly basis and shall be rendered by the treasurer at the annual meeting of the general membership.

## AMENDMENTS

**Section 1. Association Amendment.** These Bylaws may be altered, amended, or repealed by the Association at a meeting duly constituted for such purpose and by a two-thirds (2/3) vote of the Owners of the Association in accordance with voting rights contained herein. In no event shall Bylaws be amended to conflict with the Restrictions. In the event of a conflict between the Bylaws and the Restrictions, the Restrictions shall control.

**Section 2. Developer Amendment.** Notwithstanding the foregoing, Developer may amend, modify, supplement, or delete portions of these Bylaws during the period Developer exercises voting control in accordance with these Bylaws and take any other action necessary to carry out the purposes for which the Association was organized.

## MISCELLANEOUS

**Section 1. Notices.** All notices, demands, bills, statements, emails or other communications under these Bylaws ~~shall~~ be in writing and shall be deemed to have been duly given, unless otherwise stated herein, if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid, (i) if to a Member, at the address which the Member shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot, or (ii) if to the Association, the Board of Directors or to the Managing Agent, if any, at such address as shall be designated by notice in writing to the Members pursuant to this Section. If a Lot is owned by more than one person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

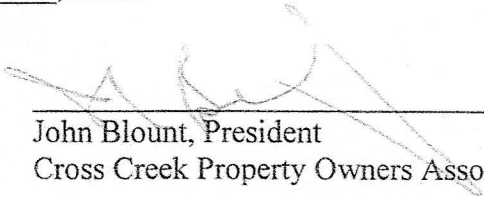
**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

**Section 3. Gender.** The use of the masculine gender in these Bylaws should be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

**Section 4. Construction.** These Bylaws are intended to comply with all of the applicable provisions of the Louisiana Homeowners Association Act and shall be so interpreted and applied.

### CERTIFICATE

I certify that the foregoing Bylaws were unanimously adopted by the Board of Directors of the Association for such purpose and are hereby certified as being adopted by said board as evidenced by the signature of the president of the corporation subscribed hereto on the 5th day of April, 2012.

  
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John Blount, President  
Cross Creek Property Owners Association, INC.