

**ARTICLES OF INCORPORATION
OF
CROSS CREEK PROPERTY OWNERS ASSOCIATION, LLC**

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN, that on this _____ day of _____, 2012, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Livingston, State of Louisiana, and in the presence of the undersigned competent witness personally came and appeared:

KBR DEVELOPMENT, LLC a Louisiana limited liability company, represented herein by John Blount, its Authorized Individual, duly authorized by virtue of a Certificate of Authority of the Members on file and of record in the office of the Clerk of Recorder for Livingston Parish, Louisiana;

who declared that availing itself of the benefits of the provisions of the Constitution of the State of Louisiana and the laws of the State relative to the organization of a non-profit corporation and particularly of the provisions of a Nonprofit Corporation (La. R.S. 12:201-269), inclusive, it does by these presents form and organize itself, as well as all other persons who may hereafter join or become associated with it or its successors, a nonprofit corporation for the objects and purposes and under the covenants, stipulations and agreements following, to-wit:

The following incorporates will establish a single property owners association, that of Cross Creek Property Owners Association, LLC., which is to included all filings and future filings of Cross Creek 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;

will constitute a single subdivision with all lot owners therein being members of the association and subject to their respective restrictions and amendments to restrictions.

ARTICLE I.

NAME AND POWERS

The name of this corporation shall be Cross Creek Property Owners Association, LLC., and it generally shall possess all the powers, rights, privileges, capacities, and immunities which non-profit corporations are authorized, and may hereafter be authorized, to possess under the Constitution and laws of the State, and particularly under Title 12, Section 201 et seq. of the Louisiana Revised Statutes.

ARTICLE II.

NON-STOCK AND NON-PROFIT

- A. This corporation is organized on a nonprofit basis.
- B. No part of the net earnings of the corporation shall inure to the benefit of any member, board member, officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation in pursuit of one or more of its purposes).
- C. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation may not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE III.

OFFICERS

The officers of this corporation shall consist of a President who shall be a member of the Board of Directors, a Secretary and a Treasurer and such other officers as the directors may elect or appoint. Any two or more offices may be held by the same person, except the office of President and Secretary. The President, the Secretary, and the Treasurer are to be elected annually by the Board of Directors and shall serve one year or until their successors are duly elected and installed.

ARTICLE IV.

MEMBERSHIP

The record owner (whether an individual or other legal entity) of any of the lots designated as Lots 1 – 78 in Cross Creek filings and future filing lots, and lots 1 – 43 of Gardens at Cross Creek filings and future filing lots, shall be a member of the corporation. Ownership shall be established by the

recordation in the public records of Livingston Parish, State of Louisiana, of an instrument conveying ownership of a lot and improvements thereon and the receipt by the corporation of a certified copy thereof. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to the Declaration. When more than one person owns an interest in a lot or when a corporate, partnership or other legal entity owns a lot, no more than two adults may be designated as authorized to enjoy the full benefits of membership (although each owner shall be a member whether designated as authorized to enjoy full benefits of membership or not).

ARTICLE V.

VOTING RIGHTS

One vote in all matters considered by the corporation shall be allocated to each lot. When more than one person is the owner of a lot all such persons shall be members of the corporation, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot. An owner, including the incorporator, owning more than one lot shall be entitled to one vote for each lot owned. In the event of resubdivision of one or more lots, the vote for each original lot as shown on the Final Plat of the Property shall be attributed to the owner of the resubdivided lot containing the most square footage of the original lot. In no event shall the number of votes entitled to be cast exceed the number of lots shown as building sites on the Final Plat of the Property (i.e., 121 lots including all future filings).

ARTICLE VI.

MEMBERSHIP MEETINGS

Annual meetings of the members of the corporation shall be held for the purposes of electing a Board of Directors for the corporation. Other matters which may be considered at such annual meetings and the time and place of such annual meeting shall be determined in accordance with the By-Laws. Special meetings of the members of the corporation may be called in accordance with the By-Laws.

ARTICLE VII.

POWERS AND MANAGEMENT

The powers and management of the corporation shall be vested in, and exercised by, a Board of Directors with a minimum of three (3) members and a maximum of five (5) members. The number of directors shall be set forth in the By-Laws subject to the above limitations.

The time and place for regular or special meetings of the Board of Directors shall be determined in accordance with the By-Laws.

Any vacancy occurring among the directors of the corporation by death, resignation or otherwise, shall be filled by election for the unexpired term, at the next regular or special meeting of the Board of Directors.

Failure to elect directors annually shall not dissolve this corporation nor impair its corporate existence or management, but the directors then in office shall remain in office until their successors shall have been duly elected and installed.

A majority of the directors shall constitute a quorum, and a quorum shall be necessary to consider any question that may come before any meeting of the Board of Directors. If a quorum is not present at a duly assembled meeting, a majority of those present may adjourn the meeting from time to time, but may not transact any other business until a quorum is secured. A quorum being present, the affirmative vote of a majority of the directors present shall be necessary to decide any questions.

The Board of Directors shall have the power to make, alter, and annul such Articles, rules or regulations for the government of the affairs of the corporation as it may deem proper.

ARTICLE VIII

AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be amended at a general membership meeting held pursuant to a special ten-day notice of the amendments to be proposed. Either the Board of Directors or the members of the corporation may originate a proposed amendment. The requirement of a general membership meeting to change these Articles may be waived in writing by three-fourths (3/4) vote of the members of this corporation.

An amendment shall not be effective until it has received the approval of not less than two-thirds (2/3) vote of the entire membership of the Board of Directors and not less than three-fourths (3/4) vote of the entire membership of the corporation. No amendment, modification, supplement or deletion shall be effective if it violates any of the provisions of the Declaration.

ARTICLE IX.

ASSESSMENTS

The owner of each owned lot, shall be assessed an Annual Assessment for membership in the Association, excluding Developer, which shall be initially fixed at two hundred seventy-five and no/100 (\$275.00) dollars per year. The assessment may be increased from time to time as provided in the By-laws. The assessment shall be effective upon the recording of this instrument. Annual assessments shall become due and payable in advance on June 1st of each year. The assessment shall be collected in advance and prorated for the remainder of the current calendar year. Payments will be considered late after the 30th 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. In the event any such assessment is not paid when due, such assessment shall be deemed delinquent and the association shall be entitled to a privilege against the affected lot as provided by La. R.S. 9:1145, et seq. And if such assessment is not paid within 60 days of the due date, the association may file a notice of lien or other similar notice in the mortgage records of the Parish of Livingston, preserving the privilege created herewith, together with the costs of filing and reasonable attorney fees. Any lots owned by the Developer shall be exempt from any assessments created hereby for as long as such lots are owned by said Developer.

ARTICLE X

LIMITS OF LIABILITY

No member of this corporation shall ever be held liable or responsible for contracts, debts, or defaults of this corporation in any further sum than the unpaid dues, if any, owed by him to the corporation (and excepting assessments, charges, and fines provided for in the Declaration), nor shall any mere informality in organization have the effect of rendering these Articles of Incorporation null and void or of exposing the members to any liability other than that above provided.

No director or officer of this corporation shall be personally liable to this corporation or its shareholder for monetary damages for breach of fiduciary duty as a director or officer, except to the extent required by Louisiana law for liability (i) for breach of the director's or officer's duty of loyalty to this corporation or its shareholder, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 226 (D) of the Louisiana Nonprofit Corporation Law, or (iv) for any transaction from which the director or officer derived an improper personal benefit. If the Louisiana Nonprofit Corporation Law is hereafter amended to authorize corporate action further limiting or eliminating the personal liability of directors and officers, then the liability of each director and officer of the corporation shall be limited or eliminated to the full extent permitted by the Louisiana Nonprofit Corporation Law as so amended from time to time. Neither the amendment nor repeal of this Article, nor the adoption of any provision of the corporation's Articles of Incorporation inconsistent with this Article shall eliminate or reduce the effect of this Article, in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

THUS DONE AND PASSED in Baton Rouge, Louisiana, on the date first above written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

CROSS CREEK PROPERTY

OWNERS ASSOCIATION, LLC

BY: _____
John Blount

BY: _____

NOTARY
