

STATE OF LOUISIANA

PARISH OF CADDO

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made before me, a Notary Public, duly commissioned and qualified in and for the Parish of Caddo, State of Louisiana, and the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

**The Point at Cross Lake, Inc., a Louisiana corporation**, with a mailing address of \_\_\_\_\_, being represented by \_\_\_\_\_, its \_\_\_\_\_, duly authorized to act herein,

hereinafter referred to as “Declarant”.

WITNESS:

Declarant is the owner of certain property in the City of Shreveport, Parish of Caddo, State of Louisiana, which is more particularly described as follows:

Lots 1-24, 1000 and 2000 The Point at Cross Lake as shown on plat recorded \_\_\_\_\_ as Instrument No. \_\_\_\_\_ of the Conveyance Records of Caddo Parish, Louisiana.

THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. “Association” shall mean and refer to THE POINT AT CROSS LAKE HOMES ASSOCIATION, INC., a Louisiana non-profit corporation.

Section 2. “Properties” shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The common area to be owned by the Association at the time of conveyance of the first lot is described as follows:

(description of Common Area)

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties and annexations thereto with the exception of the common area.

Section 5. “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. “Declarant” shall mean and refer to The Point at Cross Lake, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development, and such purchaser is specifically designated as a “Declarant.”

## ARTICLE II MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

## ARTICLE III VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Article II with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which

they hold the interest required for membership by Article II. When more than one person holds such interest in any lot, all such persons shall be members. 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 lot.

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article II, provided that the Class B membership shall cease and be converted to Class A membership on the happening of the later of the following events:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On December 1, 2030.

#### ARTICLE IV PROPERTY RIGHTS

Section 1. Members' Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said property shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by member entitled to case two-thirds (2/3) of the votes of the Class A

membership, and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance.

(f) The right of the Association to adopt and promulgate reasonable rules and regulations governing the use of common areas.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Functions on Lot 2000 and the pier adjacent thereto, shall require the prior written consent of the Board of Directors.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens prior to the conveyance of the first lot.

Section 4. Egress and Ingress. None of the provisions of Article IV of this Declaration shall be construed as in anywise restricting the rights of any owner as to ingress and egress to and from his lot, over and across any portion of the Common Area, which rights of ingress and egress are hereby specifically granted.

ARTICLE V  
COVENANT FOR MAINTENANCE  
ASSESSMENTS OR CHARGES

Section 1. Creation of Member's Personal Obligations for Payment of Certain Charges and Assessments. The Declarant for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments or charges, as may be fixed, established and collected from time to time as hereinafter provided. Each such assessment or charge, together with such interest, costs, and reasonable attorney's fees, as herein provided for, shall be the personal obligation of the person who was the owner of such property at the time when the assessment or charge was made or became due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Basis and Maximum of Annual Assessment of Charges. Until January 1<sup>st</sup> of the year immediately following the conveyance of the first lot to an owner, the maximum

assessment or charge shall be: \$ \_\_\_\_\_ for Lots \_\_\_\_ through \_\_\_\_ and \$ \_\_\_\_\_ for Lots \_\_\_\_\_ through \_\_\_\_\_. The sale of each Lot not having water frontage shall include a boathouse or stall to be accessed from Lot \_\_\_\_\_.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased by an affirmative vote of the Board of Directors of the Association each year by not more than ten (10%) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten (10%) per cent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment or charge at an amount not in excess of the maximum hereinabove provided for.

Section 4. Special Assessments or Charges. In addition to the annual assessments or charges applicable to that year only the Association may levy a special assessment or charge for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or to address an unforeseen financial expenditure that has been, or will be, incurred by the Association provided that any such assessment or charge shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment of Charge. Except for variations occasioned by the differences set out in Article V, Section 2 above, both annual and special assessments or charges must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Section 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members

or of proxies entitled to cast sixty (60%) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments or Charges. Due Dates.

The annual assessment or charge provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment or charge shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment or charge against each lot at least thirty (30) days in advance of each annual period. Written notice of the annual assessment or charge shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments or charges relative to a specified lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment or charge therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments or Charges: Remedies of the Association. Any assessment or charge which is not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment or charge shall bear a late charge of \$50 per month. No owner may waiver or otherwise escape liability for the assessments or charges provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Exempt Property. The owners of the following property subject to this Declaration shall be exempt from the assessments or charges created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area.

ARTICLE VI  
ARCHITECTURAL CONTROL

No building, fence, pier, wall or other structure shall be commenced, erected or maintained upon or connected to the properties, nor shall any exterior addition to or change or

alteration therein be made until the plans and specifications showing the nature, kind, landscaping, shape, color, height, vistas, materials and location of the same shall have been submitted to and approved in writing us to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, acting as the architectural control committee, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In addition to the plans and specifications, the applicant shall submit for the Committee's consideration the qualifications of the contractor, a copy of the contractor's license and a copy of the contractor's liability insurance policy. Following approval of the plans, but prior to commencement of construction, the applicant shall provide the Committee with a copy of the building permit. The initial Architectural Control committee shall consist of Jeremy Knicely, Charles Knicely and Josh Knicely. In the event said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Said thirty (30) day period shall commence to run from date of written receipt by Architectural Control Committee of said plans and specifications which may be evidenced by return receipt after submission of said plans and specifications by certified or registered mail. The Board of Directors or the Architectural Control Committee may grant a variance from compliance with the regulations contained herein. Such variance shall be in writing and signed by the Declarant or an officer of the Association. In addition to approval by the Architectural Control Committee, any additions to piers, boathouses or stalls on the waterfront lots shall be subject to approval by Cross Lake Patrol.

#### ARTICLE VII MAINTENANCE

The Association shall be responsible for the maintenance of the Common Area. In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon.

The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII  
USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed three stories in height above the ground level of highest elevation on which any portion of the main building is erected, and a private garage and such out-buildings as are customarily appurtenant to dwellings, every building to correspond in style and architecture to the dwelling to which it is appurtenant. No out-building shall exceed the dwelling to which it is appurtenant in height, number of stories or size. A garage or carport to house at least two automobiles must be provided on each lot. Nothing in this paragraph shall be construed to prevent the construction of family entertainment areas, provided that such areas are approved in advance by the Architectural Control Committee.

Section 2. Plans and Specifications. No building or mailbox shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to natural harmony of exterior design with the existing structure and as to location with respect to topography and finished grade elevations. No fence or wall shall be constructed without prior approval of the Architectural Control Committee as to type, materials, etc.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, 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. Such shall not set precedent as an architectural standard, but will remain an exception.

Section 3. Fees Payable to the Architectural Control Committee. The Architectural Control Committee may charge a fee for services attendant approval of plans not to exceed \$10 per thousand square feet of floor area of the affected area if plans are submitted for prior approval. The committee may charge a fee of up to \$100 per square foot of total affected floor

area or fraction thereof, plus reasonable attorney's fees, if the plans are submitted after construction has begun.

Section 4. Dwelling Size. No dwelling erected on any lot shall contain less than 2000 square feet, heated area only, exclusive of garages, carports, storage and other open area.

Section 5. Lot Size. No dwelling shall be erected or placed on any lot platted other than as shown on the approved plat unless approved by The Point at Cross Lake, Inc. No residential lot or lots shall be resubdivided without prior approval of said corporation. The special approval of The Point at Cross Lake, Inc. provided in this paragraph terminates December 1, 2030.

Section 6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any lot or pier adjacent thereto, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unsightly condition shall be created on any lot or permitted to remain thereon which specifically, without limitation by reference thereof, prohibits the storage and/or repair of a wrecked vehicle and/or vehicles or inoperable watercrafts on said premises. Any boat or boat trailers on a lot must be stored in an enclosed garage.

Section 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period. Signs of a larger size advertising the subdivision may be erected by the Declarant.

Section 10. Boats and Piers. No boathouse, pier and/or bulkhead will be constructed without prior approval of the Architectural Control Committee who shall have the unilateral right to approve the design, location and the construction materials of said pier and bulkhead prior to construction. Approved piers and boat lifts shall not exceed four feet in height from the average water elevation of Cross Lake. The Association Board of Directors shall have

the right to adopt and promulgate reasonable rules and regulations relative to the docking and storage of boats and watercraft at, on or in the vicinity of any lot.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (not to exceed three in number cumulatively) may be kept provided that they are not kept, bred or maintained for any commercial purposes or kept outdoors. Household pets shall be on a leash at all times when on the Common Area.

Section 12. Garbage and Refuse Disposal. No lot shall be used for or maintained as a dumping ground for rubbish; trash, garbage, or other waste shall not be kept except in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and screening provided therefor as approved by the Architectural Control Committee.

Section 13. Drainage. For drainage purposes, the grades and low elevations as left by the Developer shall be considered the natural drainage.

Section 14. Transport Vehicles. Trucks shall not be permitted to park on the streets of the Subdivision, the Common Area or any of the lots overnight, and no vehicles of any size which normally transport inflammatory or explosive cargo may be kept in this subdivision at any time.

Section 15. Completion of Construction. Construction of a home on a lot, once started, must be diligently pursued and completed within a reasonable time.

Section 16. Parking on Common Area. Parking of automobiles, boats, boat trailers and other motor vehicles on the Common Area shall be prohibited except to the extent authorized and permitted by the Association.

Section 17. Storm Water Retention Lot owners shall comply with any sediment and erosion control plans filed with the City and Parish.

Section 18. Leasing and Rental No residence may be leased or rented for an excess of ninety (90) days.

## ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants,

reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2.     Severability.   Invalidation of any one of these covenants or restrictions by Judgment, or Court Order, shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3.     Amendment.   The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than a majority of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the lot owners. Any amendment must be properly recorded in the Conveyance Records of Caddo Parish, Louisiana.

Section 4.     Annexation.   The Declarant and/or its assigns may develop other property in the vicinity of the Properties and, at such time include said property by supplemental declaration under the jurisdiction, terms and conditions of the Association. Upon such supplemental declaration by Developer all owners of lots lying within the newly added property shall become Members of the Association with all the rights, privileges and obligations associated therewith. At the time of said supplemental declaration, Developer shall be given a Class B membership for each of said lots under terms and conditions identical hereto.

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THUS DONE AND PASSED before me, Notary, and the undersigned competent witnesses in my office in Shreveport, Caddo Parish, Louisiana, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Witnesses:

\_\_\_\_\_

**The Point at Cross Lake, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public