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PROVENANCE
A TRADITIONAL NEIGHBORHOOD
DEVELOPMENT

DECLARATION
of
Charter, Easements,
Covenants and Restrictions
for
the Residential Neighborhood

PROVENANCE DEVELOPMENT COMPANY, L.L.C., a Louisiana limited liability company to be known as the "Founder," makes this Declaration on the 31st day of October, year of 2005.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Caddo Parish, Louisiana, a traditional neighborhood development to be known as Provenance. Provenance comprises two parts: the Neighborhood, which is the primarily residential portion; and Town Center, which brings together a mixture of commercial and residential uses. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Provenance design is intended to mix commercial, civic and residential uses in a way that enlivens the community.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while the Town Center is subject to a separate Declaration. The residential units within the Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

D. Provenance is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Provenance.

E. The Founder records this Declaration for the Neighborhood, and establishes an Owners' association to enhance community life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the community, and to allow for self-governing of the Neighborhood by its Owners.

F. While the aspirations and stated purpose of Provenance as set forth in subsections A - E above have been expressed by the Founder, the mere inclusion of these aspirations and stated purpose in this Declaration does not obligate the Founder to fulfill any presented purpose as set forth herein. Any Owner by acceptance of a deed of a Lot or Parcel within Provenance acknowledges that all development, vel non, of Provenance shall be in the Founder's sole discretion.

DECLARATION:

The Founder, who is the owner of all of the property described on Exhibit "A" hereto (the "Neighborhood"), hereby submits the Neighborhood to this Declaration of Charter, Basements, Covenants and Restrictions. The Founder hereby declares that the property comprising the Neighborhood shall be held, sold and conveyed subject to the covenants, restrictions and easements of the Master Deed Restrictions and this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood.

ARTICLE I:

Definitions

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms that apply only to one article are defined the first time they appear.

1.1 Articles. "Articles" are the Articles of Incorporation of the Association, which are attached as Exhibit C to this Declaration.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.

b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Zone charges.

- c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses, in accordance with the provisions of Section 10.4.
- d) Lease Assessment. A "Lease Assessment" for Owners who rent their Lot, Parcel or Units to tenants as provided in Section 10.1.

1.3 Association. "Association" is the Provenance Neighborhood Association, Inc., a Louisiana nonprofit corporation, its successors and assigns. The Association, whose Members are the Owners, is responsible for maintaining the Neighborhood and, along with the Founder and the Design Review Board in certain instances, for enforcing the Master Deed Restrictions and the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Provenance Design Code, a Building may be attached to another Building and share common walls. The Provenance Design Code may permit the construction of two or more Buildings or two or more Residential Units on a Lot.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association which are adopted and amended by the Association in accordance with these Declarations and the terms of the Bylaws.

1.7 Commons. "Commons" comprises real property within the Neighborhood as set forth on Exhibit "B" hereto, or as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public, to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.8 Common Roads. "Common Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Common Roads are intended to be dedicated to the public. Any Common Roads not dedicated to the public shall be part of the Commons. Even as to Common Roads that are dedicated to the public, the Association may at its discretion, but is not obligated to, provide maintenance to the roads that would not be required by the public authority to which the roads are dedicated.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Provenance.

1.10 Design Code. The "Design Code" establishes the plan for the development of Provenance through its regulation of land use, architecture and environment. The

Provenance Design Code is originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Provenance Design Code is recorded in its entirety as an Exhibit to these Declarations. Copies of the Design Code also shall be available from the Provenance Design Review Board. Additionally, all parties living in and dealing with Provenance are hereby put on notice of the existence of the Design Code and the entire Provenance Design Code is incorporated in this Declaration by reference as if fully set forth herein.

1.11 Design Review Board. The "Design Review Board" is the panel established to administer the Provenance Design Code, as established by the Master Deed Restrictions and described in Article V of this Declaration.

1.12 Founder. The "Founder" is Provenance Development Company, L.L.C, a Louisiana limited liability company, its successors and assigns, including but not limited to any lending institution which succeeds to the ownership of any portion of the Master Plan Area by foreclosure or deed in lieu of foreclosure against the Founder.

1.13 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Provenance and all amendments or supplements thereto, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Provenance.

1.14 Master Deed Restrictions. The Founder, as the grantor of deeds within Provenance, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds granted within Provenance, are intended to ensure the proper application of the Provenance Design Code during the development stage and to impose other restrictions designed to further the development of the community.

1.15 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to change based on market conditions, governmental requirements and other modifications that may be made as development progresses if approved by the City of Shreveport and any other applicable government agency.

1.16 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 377 acres intended for development as a single, unified traditional neighborhood development to be known as Provenance. However, the Founder shall release from these Master Deed Restrictions any portion of the Master Plan Area that ultimately is not purchased by Founder.

1.17 Member. Each Owner is a "Member" of the Association granted the rights of Members as provided in Article VII of this Declaration.

1.18 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term

"institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.19 Neighborhood. The "Neighborhood" is the real property described on Exhibit A. The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.20 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.21 Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owner shall not include those having such interest merely as security for the performance of an obligation. When the record Owner is more than one person or entities, those persons who constitute the Owner shall notify the Board in writing of the person or entity that shall exercise the vote of the Owner and also to whom notice shall be given for all purposes under the Master Deed Restrictions, these Declarations and any other Declarations and amendments or supplements thereto. In the event that the person(s) who constitute the Owner fail or refuse to notify the Board in writing of the person or entity who will exercise the vote or to whom notice shall be provided as set forth herein, then in that case the Owner will be defined as the first of the co-owners named on the tax certificate for the Lot or Parcel with the Caddo Parish Tax Assessor's Office. In no event shall any Parcel or Lot be considered to have more than one Owner for purposes of this Declaration. Specifically, no further notice shall be required to any person having an interest in any Parcel or Lot who is not the Owner as defined herein.

1.22 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved with a Building), a Special Use Parcel, or certain Residential Units such as condominium units, townhouses or cottages.

1.23 Residential Unit. A "Residential Unit" is an individual dwelling unit and shall include a townhouse, cottage or other attached dwelling (such as each half of a duplex unit), an apartment or condominium unit, a residential dwelling within a mixed-use building, or an assisted living facility unit (but not a nursing home).

1.24 Special Use Parcel. A "Special Use Parcel" is a Lot of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or community or recreation facilities.

1.25 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Section 2.3 to add Additional Property to the Neighborhood.

1.26 Total Votes. "Total Votes" is the total voting power of all Members of the Association at the time a vote is taken, determined by calculating the sum of the following in the Neighborhood after assigning a value of 1.0 to each of them:

- (a) A Lot with a single home.
- (b) A Lot with a home and an outbuilding, which may have a separately leasable Residential Unit.
- (c) A townhome or similar attached, single residence.
- (d) Each Residential Unit in a multi-family building.
- (e) Each Residential Unit in a mixed-use building, such as a Residential Unit above a commercial space.

A hotel room shall be assigned a value of 0.5.

1.27 Total Acreage. "Total Acreage" is the total amount of acres within the Master Plan Area. Any land within the Master Plan Area which is developed but which is not submitted to this Declaration or other Declarations within Provenance shall be removed from the Master Plan Area for purposes of this calculation. Any land within the Master Plan Area which is not acquired by the Founder at any time within 15 years from the date of recordation of this Declaration shall be removed from the Master Plan Area for purposes of this calculation.

1.28 Zones. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type or character. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:

Property comprising
the Neighborhood

The Neighborhood is the property that is subject to this Declaration. This article describes the real property of which the Neighborhood will initially be comprised and provides the method by which property may be added.

2.1 Initial Property. The immovable property that shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that immovable property described on Exhibit A.

2.2 Development Plan.

(a) Town Center. The property that comprises the Master Plan Area is intended for development as a single, unified traditional neighborhood development and is intended to include both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association.

(b) Relationship to Surrounding Property. The construction of Provenance is intended to follow design principles that allow interconnectivity of streets with neighboring communities. As provided in the Master Deed Restrictions, the Founder has reserved for itself, its successors and assigns and for the Association various street and utility easements to allow the development of Provenance and which may be assigned for

the benefit of other properties which are adjacent to, or reasonably near, Provenance (including property separated from Provenance by a public road) whether or not such properties are developed as part of Provenance.

(c) Street Ends. The Master Plan for Provenance, and certain plats, depict street ends that may allow adjoining properties to connect to Provenance in the future. If the neighboring property is developed in a way that interconnectivity is not possible, or if the Founder deems interconnectivity to be undesirable under the circumstances as they then exist, then the Founder reserves the right to convert the street ends to additional lots or other uses. Founder may, in its sole discretion, limit connectivity to pedestrian rather than vehicular access. Founder intends to hold title to such street ends until development of the adjoining property but if Founder has inadvertently conveyed such street ends to the Association, the Association shall, upon request from Founder, convey the street ends to Founder or as directed by Founder.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any property within the Master Plan Area. This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, property any portion of which is within one-half mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartment or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By the Association. Additional property of any type may be added to the Neighborhood by a 67% vote of the Board.

(c) Supplemental Declaration. A Supplemental Declaration adding any additional property shall become effective upon being recorded in the parish's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may, among other things, define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing

Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. A Supplemental Declaration may also create Zone advisory councils or create a plan for election of the Board of Directors that includes district representation.

2.4 Withdrawal of Property. The Founder reserves the right to withdraw property from the Neighborhood so long as all Owners within the area to be withdrawn consent in writing, and appropriate access to the remaining portions of the Neighborhood is preserved.

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration, or at any later time by the Founder or the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character.

ARTICLE III: Easements

An easement is the limited right to use another's property in a specified way. Each Parcel is benefited by, and burdened by, certain easements.

3.1 Easements in Favor of the Association. The Founder hereby reserves on behalf of the Association and its assigns the following easements, which shall benefit the Neighborhood:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems, regardless of whether these easements are specifically depicted or reserved on any plats (recorded in the public records or otherwise) of property in the Master Plan Area. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable or communication lines and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and

federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable, but shall not be required to repair or replace landscaping or other improvements after such action.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Provenance is intended to maximize land usage and sense of community by providing gracious squares and parks while offering small but private yards for individual use. As provided by the Provenance Design Code, certain buildings within the Neighborhood may be attached as townhouses, cottages or may be detached but placed on or near a property line. The easements in this Article are intended to provide guidelines for reasonable cooperation between neighbors. The Association may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Provenance Design Review Board. However, this shall not prohibit the execution of corrective deeds or similar corrective instruments prepared in order to comply with provisions of this Declaration. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Structural Party Walls. Each Owner grants to the Owner of each adjacent Lot the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it provides structural support for the Buildings, or parts of a Building, on more

than one Lot. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and maintenance of the party wall, the Owner damages the adjacent Owner's Lot, improvements or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such exterior walls, including assigning responsibility between the adjoining Owners for painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Provenance Design Code.

(e) Roof Overhang; Footings. For certain building types, such as sideyard houses, which may be built along a property line, the Provenance Design Code may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Code and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(f) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV: Commons

Certain property within the Neighborhood and certain easement rights, called the "Commons," are to be owned and maintained by the Association for the benefit of all Owners.

4.1 Title.

(a) Association-Owned Commons. The Association or Founder shall hold title to certain Commons. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance: Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.5 herein.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the Commons as provided in paragraph 4.4 (c), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons and other recreational facilities by a non-resident Owner whose Residential Unit has been leased to a tenant or use of the Commons by a tenant and its occupants and/or guests, except when the Owner is a bona fide guest of a tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself or its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Provenance community. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association or the Institute at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration or the Founder, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold.

4.5 Common Road Regulation. To the extent permitted by the City of Shreveport and/or Caddo Parish, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Town Architect, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. To the extent permitted by the City of Shreveport and/or Caddo Parish, the Association may enforce any violation in accordance with enforcement provisions of this Declaration and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood to the extent that certain drainage systems are not dedicated to the public. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. However, in all cases each Owner is hereby notified of its responsibility for erosion control and storm water quality on and emitting from its Lot.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage at Owner's sole cost, which shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for the damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be solidarily liable for the damages caused with the guest, tenant or invitee of the Owner.

4.8 Limitation of Liability. The Association shall use reasonable judgment in providing security, maintaining the Commons and enforcing traffic control measures, but neither the Association nor the Founder, or any of their agents, employees, members, shareholders, directors or officers, makes any representation or assumes any liability for any loss or injury arising from the issues raised in this subsection. Further, by accepting a deed from the Founder, any initial Owner, and all subsequent assignees/Owners after the initial Owner, expressly hold harmless and release the Association, the Founder and their agents, employees, members, shareholders, directors and officers from any claims or causes of action arising from any issues related to security, maintenance of the Commons or traffic control/enforcement.

ARTICLE V: Community Planning

Provenance will be built by many different owners, architects and builders. Each of these individuals will contribute to the shaping of the final community.

and Administration of The Design Code

The Provenance Design Code communicates the elements that are essential for creating the community. Within these essential elements, there is room for the creative and individual design that vitalizes the community.

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Provenance Design Code as the guide for all construction within Provenance, provide for a Town Architect to administer the Provenance Design Code, and create the Provenance Design Review Board. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Provenance Design Review Board.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Provenance shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Provenance Design Code during the Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Provenance Design Code, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions and makes that admission in writing to the Board of the Association, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration by reference as if originally included. At that time, the Association shall have and assume the responsibility of appointing a Town Architect and members of the Provenance Design Review Board and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI: Owners' Association

The Association is responsible for maintaining the Neighborhood and enforcing the Declaration. While the Founder will control the Association during the early development stage, the owners themselves will be responsible for the continuation of the community through their participation in the Association.

The Articles and Bylaws of the Association create the Association as a non-profit corporation and provide certain procedures for its corporate organization.

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this

Declaration, by Louisiana law, the City of Shreveport and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Common Roads which are not dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way and other public or private properties located within reasonable proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to, the Neighborhood; and

(f) any other service allowed by law to be provided by a homeowners' association organized under Louisiana law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 25% of the Total Votes of the Association, a Neighborhood Meeting may be called and the Board's action to initiate or terminate an additional service under this Section 6.2 may be repealed by majority vote of the Total Votes of the Association. Upon such repeal, the Board may not reinstitute or terminate the service for five years unless also approved by majority vote of the Total Votes of the Association.

6.3 Contracts. The Association may contract with any party, including the Founder, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included within the

General Assessment, Special Assessment or Individual Parcel Assessment as applicable. The Association may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel.

6.5 Allocation of Voting Interests. Each Member shall have a proportional vote based on the allocation of interests for assessment purposes under Section 9.2 of this Declaration, but limited as set forth in Sections 1.21 and 6.6 hereof.

6.6 Exercise of Vote. When the record Owner is more than one person or entities, the number of votes for that Parcel shall not be increased due to multiple owners. The co-owners must notify the Board of the person or entity that shall be the Owner as defined in Section 1.21. In no event shall any Parcel or Lot be considered to have more than one Owner for purposes of this Declaration or any other declaration or amendment or supplement thereto. To the greatest extent permitted by law, the Association may institute voting by electronic or other means.

6.7 Election of Board of Directors.

(a) Procedure. Elections shall be conducted as set forth herein and in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder. Initially, there shall be 5 Board members, which are appointed by the Founder. The Founder shall appoint and remove the initial officers and members of the Board and may select a majority of the Board until sixty (60) days after 90% of the Total Acreage shall have been conveyed or assigned to Owners other than the Founder. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the period set forth in this subsection, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

(c) Owner Representative. No later than sixty (60) days after at least 30% of the Total Acreage shall have been conveyed or assigned to Owners other than the Founder, Parcel Owners other than the Founder shall have the right to elect two members or 40% of the Board, whichever is greater. The Owner representatives allowed by this section shall not be admitted to the Board until a director position is available due to a vacancy resulting from the terms set for Board members in the Bylaws.

(d) First Election. Within sixty (60) days after the end of Founder control as described in Section 6.7(b) above, the Association shall call a meeting of the Owners to elect members of the Board. Notice for such an election shall be given not less than thirty (30) days nor more than forty (40) days before the meeting. The meeting may be called and notice given by any Owner if the Association fails or refuses to do so. At the meeting, Owners shall elect Board member or members as set forth herein, who shall replace those appointed by the Founder and who shall serve until the next regularly scheduled meeting of the Association, when their successors shall be nominated and elected for a full term, all as provided in the Bylaws.

6.8 Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one additional delegate as a non-voting member of the Board of the Association. If, after the end of Founder control described in Section 6.7 (b), the number of rental units equals at least 33% of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

6.9 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for actual expenses.

6.10 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws of the Association.

ARTICLE VII: Decision Making

Most day-to-day decisions about the maintenance of the Neighborhood and enforcement of the Declaration are the responsibility of the Board, acting on the Members' behalf. For those decisions requiring Members' approval, the Neighborhood Meeting provides a public opportunity for discussion and voting. Where more practical, consensus may be achieved through the internet and other forms of electronic communication which may be devised in the future.

7.1 Neighborhood Meeting.

(a) When called. The Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property	Section 2.3
Repeal of Additional Services	Section 6.2
Election of the Board of Directors	Section 6.7

Approval of certain General Assessments increases.....	Section 8.4
Ratification of expenditures for capital improvements.....	Section 8.5
Approval of Zone expenses.....	Section 8.6
Repeal of Rules and Regulations adopted by the Board.....	Section 11.8
Amendment of Declaration.....	Section 13.1
Dedication of the Commons	Section 13.2
Merger into, or Dedication of Commons to, Municipality	Section 13.3
Termination of the Declaration.....	Section 13.5

(b) Quorum. In the absence of a specific provision establishing quorum in the Bylaws, a Neighborhood Meeting requires presence of Members representing 30% of the Total Votes of the Association in person or by proxy in order to transact business.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 herein ("Notices") and in accordance with the Bylaws.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with specific procedures that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Voting or consents shall be in accordance with the Bylaws and applicable statutes. Whenever the affirmative vote of the Members is required or sufficient to authorize or constitute Association action, the consent in writing to such action by the Members holding the proportion of the Total Votes which are required by law, by these Declarations or by the Bylaws, whichever requirement is higher, shall be sufficient for that purpose without the necessity of a meeting of the Members. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail, facsimile and, upon approval of the Board, other similar means of communication which may be developed in the future, provided that the Board establishes detailed procedures for such electronic notices and voting.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority, to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons. In furtherance of the power set forth above and elsewhere in this Declaration, the Master Deed Restrictions and the Bylaws, the Board shall have the power to make such rules as are necessary for the operation of the Association and shall also have the power to employ such agents, employees and professional services as are needed from

time to time to operate the Association and provide services to the property in Provenance and to its Members.

(b) Quorum. The Board shall meet from time to time as necessary to conduct the business of the Association. Voting at a Board meeting requires presence of at least one-half of the directors, in person, by telephone conference or by proxy. Any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote, a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The minutes of these meetings shall be available for inspection by any Member during regular business hours and by prior appointment with the Board or its management designee.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Total Votes of the Association refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.1. Where the Declaration specifies consent in writing, or that a request be made in writing, by a majority or other proportion of the Total Votes of the Association, then the necessary number is based on the number of votes represented by the total votes allowed as defined herein by the term "Total Votes", and signatures may be collected without a Neighborhood Meeting or by other voting procedure properly established by the Board.

ARTICLE VIII:

Association Budget

To fulfill its obligation to maintain the Commons, the Board is responsible for the fiscal management of the Association.

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, Association utilities, maintenance of Association and Common property and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year may be charged first against such reserves at the discretion of the Board. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Total Votes of the Association. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment").

8.4 Preparation and Approval of Annual Budget.

(a) Budgeting by the Founder. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder and shall continue to determine the budget until the end of the fiscal year in which 90% of the Total Acreage has been conveyed or assigned to Owners other than the Founder.

(b) Subsequent Years. Beginning with the commencement of the next fiscal year after 90% of the Total Acreage has been conveyed or assigned to Owners other than the Founder, the Board shall, by majority vote, adopt a budget for the coming year.

(c) Basis and Amount of General Assessments. The annual General Assessment initially shall be \$700.00 per year, payable on a quarterly or yearly installment, for each relative value per Lot, Parcel or Unit as set forth in Section 9.2 hereof, due on a prorated basis for the year beginning on the date that a new Owner purchases its Lot or Parcel from the Founder. The annual assessment for each Lot, Parcel or Unit may be adjusted as provided herein.

(i) The General Assessment may be increased or decreased annually by the Founder at its discretion until such time as 90% of the Total Acreage has been conveyed or assigned to Owners other than the Founder, but in no case shall the Founder be authorized to increase the General Assessment in excess of 20% over the preceding year's General Assessment;

(ii) After such time as 90% of the Total Acreage has been conveyed or assigned to Owners other than the Founder, the Board of the Association may increase the General Assessment each year without a vote of the Members to reflect the rise, if any, in the cost of living experienced in the preceding calendar year as shown by the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Government - Bureau of Labor Statistics;

(iii) From and after the 1st day of January after the year in which 90% of the Total Acreage has been conveyed or assigned to Owners other than the Founder, the General Assessment may be further increased over and above the increases in the General Assessment permitted by a rise in the CPI-U as provided in subparagraph 8.4 (c)(ii) above, provided that any such increase shall have

either: (a) the written assent of 67% of the Total Votes of the Association in lieu of a formal meeting, or (b) the approval of a majority vote of those Members, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to the Members in accordance with Section 7.1(c) not less than ten (10) days nor more than thirty (30) days in advance of the meeting setting forth the time, place and purpose of the meeting. The quorum requirement for this meeting is set forth in Subsection 8.4(d) hereinafter.

(d) Quorum For Any Action Authorized Under Section 8.4(c)(iii) . At the first meeting called for the purpose of adjusting the assessment as provided in Section 8.4 (c)(iii) above, the presence at the meeting of Members (or their proxies) entitled to cast sixty percent (60%) or more of the Total Votes of the Association shall constitute a quorum. If the required quorum is not forthcoming at the first called meeting, another meeting may be called, subject to written notice of not less than ten (10) days nor more than thirty (30) days of the time, place and purpose of the meeting, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

8.5 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority vote of the Members present at a meeting duly called for that purpose. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Provenance Design Review Board is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.6 Zone Expenses.

(a) Capital Improvements. Any Zone may, by 67% vote of the Total Votes within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Total Votes within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment.

8.7 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be held in a single fund.

ARTICLE IX:

Allocation of Expenses

The Declaration provides a formula for allocating interests among the Parcels for assessment of common expenses.

9.1 Generally. The common expenses of the Association, and thus the assessments for Owners in the Association, shall be allocated among the Parcels in accordance with the relative values described in Section 9.2. The fractional allocation of the common expenses of the Association may be calculated for each Parcel by dividing the value assigned that Parcel by the sum of the values of all Parcels within the Neighborhood.

9.2 Residential Use. The following shall be assigned a value of 1.0:

- (a) A Lot with a single home.
- (b) A Lot with a home and an outbuilding, which may have a separately leasable Residential Unit.
- (c) A townhome or similar attached, single residence.
- (d) Each Residential Unit in a multi-family building.
- (e) Each Residential Unit in a mixed-use building, such as a Residential Unit above a commercial space.

A hotel room shall be assigned a value of 0.5.

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Unimproved Lots. Unimproved Lots shall be assigned a value of 0.25. Upon substantial completion of improvements, the value shall be changed as provided in Section 9.2. If the Founder or an Owner combines two Lots or parts of Lots and uses them as a single Lot, the Association may assess them as a single Lot or other formula in accordance with regulations consistently applied.

9.5 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association, but which must be consistent with the provisions of this subsection.

9.6 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X:

Covenants for Maintenance Assessments

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To assure the Association of a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the Lot and the Member's personal obligation.

10.1 Obligation for Assessments. The Founder, for each Parcel owned within the property made part of the Neighborhood by this Declaration or Supplemental Declaration to the Neighborhood, hereby covenants, and each Owner of any Parcel by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration,
- (d) Individual Parcel Assessments for any charges particular to that Parcel,
and
- (e) Lease Assessment for Owners who rent their property to tenants.

together with any applicable late fees and 10% interest on all assessments due over 30 days, as established by the Board, and all costs of collection when delinquent, including reasonable attorney's fees whether or not suit is brought. Upon default in the payment of any one or more installments, if available, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels as provided in Article IX ("Allocation of Expenses"). The Founder shall be excused from payment of assessments if the Founder guarantees to Parcel owners that their Assessments during the "Guarantee Period," as defined in this subsection, shall not exceed the amounts shown in the then-current estimated operating budget. If the Founder offers such a guarantee, the Founder agrees to pay any common expenses of the Association incurred during the Guarantee Period that exceed the amount produced by Assessments during that time. The "Guarantee Period" may begin at Founder's discretion at any time within the first three years after the recording of this Declaration in the public

records of Caddo Parish, Louisiana and shall end at the beginning of the next fiscal year. The Guarantee Period shall then be automatically extended for successive six-month periods up to an additional five years unless terminated upon written notice by the Founder to the Association at least 30 days before the end of the then-current Guarantee Period. During the Guarantee Period, the General Assessments may be increased by up to 15% per year.

10.3 General Assessments.

(a) Establishment by Board. The Board or Founder shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments.

(b) Date of Commencement. The annual General Assessments for each Owner shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual General or Special Assessment charged to each Parcel, prorated to the date of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.5 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a vote of at least 85% of the Board, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.6, or any other charges designated in this Declaration as an Individual Parcel Assessment.

10.6 Lease Assessments. An Owner who rents its residential property in Provenance (by an oral or written lease) to a non-owner will be required to pay an additional assessment for each Lot, Parcel or Unit rented as security for actions by the tenant(s). This assessment shall become part of the general fund of the Association and is in no way refundable to the Owner. The Lease Assessment shall be required of any Owner of a multi-family building as well, however, the amount of assessment for each Unit rented in

the multi-family building shall be negotiated between that Owner, the Founder and the Board of the Association. The initial Lease Assessment shall be \$200.00 a year, payable quarterly or annually. In addition to this Lease Assessment, an Owner who rents its residential property (by oral or written lease) shall also furnish the Association in writing with the names of all tenants, the address where the tenants live in Provenance, contact information (telephone number, facsimile number and mailing address) for the tenants and also the term of the lease under which tenants hold occupancy. Failure to provide this information may subject the Owner to fines as set forth in Section 11.11, all at the Board's sole discretion.

10.7 Institute Assessments.

(a) Nonprofit Corporation. The Founder has formed in the Master Deed Restrictions a nonprofit corporation, The Institute, Inc., for the purpose of encouraging the arts and cultural events within Provenance.

(b) Creation of Assessment. At each closing and transfer of title to an Owner of a Lot or Parcel in Provenance that new Owner shall pay an "Initial Institute Assessment" (in addition to any other regular Institute assessments), enforceable in the same manner as other Assessments, to be used only for the development of the arts and cultural events within the Neighborhood. Any Institute assessments shall not be paid by a Mortgagee who assumes title as the result of a foreclosure or other deed, but shall be paid upon the conveyance by the Mortgagee to a subsequent Owner.

(c) Amount. The amount of the Initial Institute Assessment shall be two-tenths of one percent of the sale price of the Parcel.

(d) Distribution.

(i) Until establishment of the Institute, funds collected from Institute assessments shall be placed in a special account, and may be used by the Board only for appropriate purposes.

(ii) After establishment of the Institute, the Association shall, if requested by the Institute, continue to collect an annual Institute Assessment from each Owner at the time of collection of the annual General Assessments, and shall give to the Institute all funds collected in its behalf within fifteen (15) days of collection. The Institute shall have authority to enforce collection of Institute Assessments in the same manner as the Association may enforce collection of General and Special Assessments. The annual Institute Assessment initially shall be \$ 20.00, payable in quarterly or yearly installments. An initial Owner of a Lot or Parcel shall begin paying the annual Institute Assessment for each Lot or Parcel owned on January 1 of the year following the sale of that Lot or Parcel from the Founder to the initial Owner. The annual Institute Assessment shall thereafter be due annually from that Owner for each Lot or Parcel and continue to be due annually from each subsequent Owner of the Lot or Parcel.

10.8 Institute Budget

(a) Fiscal Year. The fiscal year of the Institute shall begin January 1 of each year and end on December 31 of that year, unless the Institute Board selects a different fiscal year.

(b) Budget Items. The budget for the Institute shall estimate total expenses to be incurred by the Institute in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Institute Board, for working capital for the Institute and for reserves. Fees for professional management of the Institute, accounting services, legal counsel and other professional services may also be included in the budget.

(c) Reserves. The Institute may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual Institute Assessment. Extraordinary expenses not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Total Votes of Institute Members.

(d) Initial Budget. The Founder shall determine the Institute budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder and shall continue to determine the budget until the end of the fiscal year in which 90% of the Total Acreage has been conveyed or assigned to Owners other than the Founder.

(e) Subsequent Years. Beginning with the commencement of the next fiscal year after 90% of the Total Acreage has been conveyed or assigned to Owners other than the Founder, the Institute Board shall, by majority vote, adopt a budget for each coming year.

(f) Approval. If after the period of Founder control as set forth in Subsection 10.8(d) Institute Assessments are to be increased to greater than 125% of the previous year's Institute Assessment, and at least 10% of the Total Votes of Institute Members request review of the budget within thirty (30) days after the budget is delivered to the Institute Members, the Institute Board shall call a meeting of the Institute Members to present the budget. After presentation, the budget shall be deemed approved unless a quorum as set forth in Section 7.1(b) is present and the budget is rejected by a majority of the Total Votes of Institute Members. If the budget is rejected, the Institute Board shall approve a new budget within ten (10) days and send a copy to each Institute Member.

(g) Effect of Failure to Prepare or Adopt Budget. The Institute Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget as set forth herein, shall not waive or release an Institute Member's obligation to pay Institute Assessments whenever the amount of such assessments is finally

determined. In the absence of an annual Institute budget, each Institute Member shall continue to pay the Assessment at the rate established for the previous fiscal period until notified otherwise.

(h) Accounts. Reserves for the Institute shall be kept separate from other Institute funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Institute Board with respect to Assessments and charges of all types may be commingled in a single fund.

(i) Approval by Association Board. After the period of Founder control as set forth in Subsection 10.8(d) above, the annual Institute budget must be approved by the Association Board before it shall be submitted to the Institute Members.

10.9 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest as set forth herein (10%) and all costs of collection when delinquent, including reasonable attorney's fees whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment, sale or assignment of the Parcel.

(b) Creation of Lien. The Assessment Charge shall also be a charge on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording in the public records a claim of lien as authorized in these Declarations and to the fullest extent allowable under Louisiana law, including La. R.S. 9:1145 et seq. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure or payment of the Assessment Charge.

(c) Suit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association shall have the right and sole discretion to assess fines and suspend the voting rights and right to use of the Commons by an Owner as set forth in this Declaration when Assessments against his Parcel remain unpaid.

(e) Subordination of the Lien to Mortgages. The lien created by the assessments as provided for herein, together with any interest, costs and reasonable legal fees provided for in connection with the collection thereof, shall be subordinate and inferior to any bona fide, valid vendor's privilege or bona fide, valid first mortgage of any

federally or state-chartered bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third-party lender, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot or Parcel and any renewal, extension, rearrangement or refinancing thereof. The sale or transfer of any Lot or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot or Parcel pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer; provided, however, that such extinguishment of lien shall not extinguish the personal liability of the person who is the Owner of the Lot or Parcel prior to such sale or transfer, for the payment of such assessment. No sale or transfer shall relieve such Lot or Parcel from liability for any assessment thereafter becoming due or from the lien thereof. In the event that a Lot or Parcel is owned by more than one person or entity, each co-owner shall be solidarily liable for the assessment charges for the entire Lot or Parcel. Additionally, as a condition to Owner's obligations under this paragraph, the Founder and the Association agree and covenant that, on request, the Founder and the Association shall execute an express subordination of all rights of Founder and the Association against any Lot or Parcel in favor of each present and future holder(s) of a recorded mortgage made in good faith for value, as required herein, with the subordination to be in the form requested by the mortgage holder(s).

10.10 Certificate of Payment. The treasurer of the Association, upon request by the Owner of a Parcel or Lot or any proposed purchaser in good faith of that Parcel or Lot pursuant to a written contract to purchase which shall be provided to the Association, shall furnish a certificate signed by a member of the Board stating to the Owner or its proposed purchaser whether any assessments are owed to date by that Owner regarding that Lot. Such certificate, when co-signed by any other officer of the Association, may be relied upon by a good faith purchaser or Mortgagee as conclusive evidence of the status of all assessments due and owing for that Parcel or Lot.

ARTICLE XI:

Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the community.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant or other commercial use, shall be determined based on the Provenance Design Code and the plat, subject to the zoning requirements of the City of Shreveport and/or the Metropolitan Planning Commission. At the Founder's discretion, the Founder shall make a determination of use at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make such a determination, the Provenance Design Code, or the approval of the Building or modification pursuant to Article V, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, and subject to all local, state and federal laws and ordinances, home-based business that does not generate significant noise, odor, traffic or parking concerns shall be permitted in any residential area. Signage for home-based business shall be regulated under the Provenance Design Code.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. No unsightly condition shall be created on any Parcel or permitted to remain thereon. The Association, the Founder or the Provenance Design Review Board may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its contents, without the prior written consent of the Association and the Founder.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's prior approval in writing. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership.

(e) Occupancy. In the absence of written approval by the Board, all Occupants of a home, townhouse, cottage or condominium (excluding apartments) on a Lot must comprise a Single Family Unit. For purposes of this subpart, "Occupant" shall mean any person who stays overnight in a structure listed in this subpart for more than seven (7) days (whether or not consecutive) in any one (1) calendar year. "Single Family Unit" shall mean one or more persons related by blood, adoption or marriage, or not more than two (2) unrelated persons, living together as a single housekeeping unit.

11.3 Use, Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Provenance Design Review Board or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed on any Parcel or portion of the Commons unless specifically permitted by the Provenance Design Code.

(c) Movables. The Provenance Design Code or the Association may regulate or prohibit the parking of trailers, recreational vehicles, nonfunctioning or excessive numbers of vehicles, sports equipment or any other item visible on the Parcel.

(d) Garages. Garage doors, except when the garage entrance is in use, shall be kept closed. No garage shall face any street; provided that, in exceptional circumstances, this restriction may be waived by the Design Review Board.

(e) Lot Maintenance. All Lots or Parcels shall be kept at all times in a neat, attractive, healthful and sanitary condition. The Owners of all Lots shall keep all weeds and grass thereon cut on a regular basis. In no event shall any one use any Lot or Parcel for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon. No Owner shall permit the accumulation of garbage, trash or rubbish of any kind on a Lot or Parcel, and shall not burn any garbage, trash or rubbish on a Lot or Parcel. All yard equipment or storage items shall be kept screened from the view of neighboring Lots/Parcels, streets or the Commons. Additionally, all Owners of homes, townhomes or cottages shall be required to install and maintain in their front yards only a permanent, electronic sprinkler system that has an automatic timing feature for operation.

(f) Drying of Clothes. Drying of clothes in the view of any Lot, Parcel, street, Commons or other property in Provenance is prohibited.

(g) Structures on Parcels. Any temporary or recreational structure, building or improvement on a Parcel that can be viewed from any other Parcel, including but not limited to swing sets, children's recreational equipment, trampolines and temporary garden and yard equipment, storage buildings/structures shall not be permitted without the express consent of the Design Review Board. This prohibition shall not extend to outside lighting and décor for holiday seasons.

(h) Basketball Goals, Batting Cages, Skateboard Ramps. No basketball goals, whether permanent or temporary, or skateboard ramps or other large recreational structures may be placed on a Lot where it can be viewed from any other residence, Lot, a street or the Commons. Batting cages shall not be permitted on any Lot.

(i) Air Conditioning Units. All exterior air conditioning or heating equipment must be substantially screened from view by permanent materials approved by the Design Review Board or incorporated into the permanent improvements on a Lot as approved by the Design Review Board.

(j) Above-Ground Swimming Pools. No above-ground swimming pool shall be installed or maintained on any Lot.

(k) Recreational Vehicles. No recreational vehicle, travel trailer, motor home, trailer or similar vehicle shall be stored, kept, allowed to remain, parked or repaired on any street in Provenance or upon any privately owned property lying within Provenance, except that, subject to the discretion of the Design Review Board, such vehicles may be allowed on privately owned property for periods not in excess of twenty-four (24) hours, for purposes of loading and unloading.

(l) Boats. No boat or boat trailer shall be stored, kept, allowed to remain, parked or repaired on any street in Provenance or upon any privately owned property lying within Provenance. A boat or boat trailer may be parked or stored within an enclosed garage provided the boat or boat trailer is not visible from any Parcel, street or the Commons.

(m) Repair of Vehicles. No repair work of any kind may be performed on any vehicle or watercraft of any kind on any Lot, street or driveway. Such repair work may only be performed within an enclosed garage.

(n) Sale of Vehicles. No vehicle, watercraft or other means of conveyance of any type shall be offered for sale within Provenance or allowed to remain on a Lot with a "For Sale" or similar sign on or near such vehicle, watercraft or other means of conveyance.

(o) Trash Pick-Up. In the event that garbage and trash removal services will only pick up garbage and trash from the front of the house, the garbage and trash, and any receptacle therefore, shall not be placed at the front of the house more than 24 hours before normal pick-up time nor shall it be allowed to remain at the front of the house more than 24 hours after actual pick-up time.

(p) Satellite Dishes. There shall not be installed on any Lot or structure on a Lot a television earth receiver or a television satellite dish which is larger than eighteen inches (18") in diameter. The location and placement of any permitted satellite dishes shall be subject to prior approval by the Design Review Board, and in any event, shall not be visible to or from any other Lot or from any street on the front or the side of the residence where installed. No "ham" radio transmitting or receiving tower, or tower of any kind shall be placed, erected or located on any Lot.

(q) Firearms. Discharge or firing of any rifles, pellet guns or firearms of any type within Provenance is strictly prohibited.

(r) Vehicles - Generally. No automotive vehicles will at any time, day or night, be parked within the right of way of any street, either upon the roadway, the shoulder or the adjacent open area, but shall at all times be parked within the boundaries of privately-owned Lots on areas intended for parking (i.e., on driveways and in garages and carports). It is the intent of this Declaration that, to the extent there are sufficient bays, the automotive vehicles owned by Owners will be regularly and normally parked within the Owner's garage and carport. No vehicle except for vehicles belonging to

temporary visitor(s), shall be parked in a driveway at a point nearer to the street than the front foundation of the residence. Any Owner hosting a party or other function at his residence shall insure that visitor(s) park only on one side of the street (to the extent street parking is necessary) to accommodate an orderly flow of traffic. No vehicle normally or actually used for transportation of inflammatory, explosive or other hazardous or dangerous substances may be kept within Provenance either on a public street or on privately owned property at any time. Except in an emergency, no truck of tonnage in excess of 3/4 tons, inoperable vehicle, utility trailer, school bus, commercial vehicle, industrial or commercial equipment shall be stored, kept, allowed to remain, be parked or repaired upon any street or upon any privately owned property lying within Provenance. Only automobiles bearing current license and registration tags, as required by state law, and that are in good repair may be parked in Provenance.

(s) Relocation of Buildings. Construction of new buildings only shall be permitted, it being the intent of this Declaration to prohibit the moving of any existing building onto a Lot and remodeling or converting same into a residence or storage building in Provenance.

(t) Drainage. For drainage purposes, the grades and elevations of the land, as existing at the time of the conveyance of each respective Lot to its initial Owner other than Founder, shall for all purposes and as to all parties be deemed the natural grades and elevations, and said grades and elevations shall not be changed or altered, unless the Provenance Design Review Board approves any change therein.

(u) PODS. No Personal (or Portable) On Demand Storage (PODS) containers or similar containers shall be permitted on any Lot for more than 48 hours.

(v) Septic Systems/Water wells. No sewage disposal system, or similar septic tanks or systems, shall be permitted on any Lot. Likewise, no water well shall be drilled or allowed to exist on any Lot.

(w) Community Homes/Half-way Houses. No Lot or any improvement thereon may be used as a group home, community home or a single family unit having common interests, goals and problems as defined by La. R.S. 28:381(8). Further, no Lot or any improvement on a Lot, shall at any time be used as a "Half-way House" whether under private supervision or under supervision of any governmental agency. For purposes of this subsection, a "Half-way House" shall mean a place where persons who have been convicted of crimes (whether felonies or misdemeanors), or confined for drug or alcohol rehabilitation, are housed under some form of supervision for the primary purpose of aiding said persons to re-enter society following their imprisonment, incarceration hospitalization or other confinement.

(x) Pipes, Cables, and Lines. Except for hoses and other equipment which are reasonably necessary in connection with normal lawn maintenance, no water pipe, gas pipe, drainage pipe, telephone line, electrical line, cable line, television or similar transmission line shall be installed, placed or maintained above the surface of any Lot

except where approved by the Design Review Board as reasonably necessary for connection to an improvement on the Lot or for access for repair or maintenance.

11.4 Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding apartment, may be rented, subject only to applicable law, these Declarations and reasonable rules and regulations as promulgated by the Association, which may be modified from time to time.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe or unsanitary condition or unreasonable disturbance or annoyance within the Neighborhood. Each Owner shall be held strictly responsible to immediately collect and properly dispose of waste and litter of his pets. No livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Further, the Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to be a danger to the members and guests of Provenance); to prohibit the keeping of animals other than customary household pets, which the Association may define within reasonable parameters; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Provenance Design Code may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional and temporary use of tents for festive occasions or children's backyard camping is allowed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events subject to regulation by the Provenance Design Code. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Oil and Mining Operations. No drilling for oil or gas, and no 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, mineral excavations or 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 on any Lot. All oil, gas and other mineral rights and interests have been previously reserved or assigned and shall not be conveyed to any Owner by Founder.

11.8 Rules and Regulations.

(a) Generally. The establishing of rules is one way to address specific issues that arise within the community. The Association may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least

restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 20% of the Total Votes of the Association, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Total Votes of the Association.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owner's family, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association or the Design Review Board. Each Owner is responsible for assuring such compliance, and any violation by family, guests or tenants of an Owner may be considered to be a violation by the Owner.

11.9 Pets. If the Board finds that a pet causes an unsafe or unsanitary condition or unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe or unsanitary condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Provenance and may also fine the Owner within the Board's sole discretion.

11.10 Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or Building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Provenance Design Code and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines as determined by the Board in its sole discretion. If the violation continues for ten days after notice to the Owner, the Association shall have the right to seek any remedy available at law or equity including but not limited to a temporary restraining order and/or injunction (without the necessity of proving irreparable harm, the Owner agreeing by its acceptance of a deed of property in Provenance that violation hereof will provide the Founder with no adequate remedy at law in the absence of injunctive relief) or other appropriate court order to enter the Parcel to correct, repair, restore, paint or maintain any part of such Parcel or to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates an emergency or hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

11.11 Enforcement. In the event of a violation of the Declaration, Bylaws, Rules or an Owner and/or tenant dispute, the Board will notify the Owner of a date the Board will meet at which the matter will be discussed. After giving an opportunity for the tenant

and/or Owner a brief opportunity to be heard, the Board may take any of the following actions. The Board has the right and sole discretion to assess fines against the Owner up to a maximum amount of \$1,000.00 per incident and may restrict the tenant's or Owner's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. In the event that the payment of any assessment provided for under this Declaration is delinquent more than 60 days, the Board may suspend the voting rights of the delinquent Owner during any period of such delinquency. The suspension of voting rights hereunder shall not require any prior hearing as referenced in this subsection. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements to take, or refrain from taking, certain actions and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association. To the extent that a tenant of an Owner has been alleged of a violation or dispute as set forth in this subsection and after both the tenant and the Owner have had an opportunity to be heard, the Association may assess fines against the Owner and/or restrict the tenant and/or Owner's use of the Commons as set forth in this subsection in its discretion. All costs related to any action taken in connection with this subsection shall be charged to the Owner as an Individual Parcel Assessment.

11.12 Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to seek a temporary restraining order or injunction without the necessity of proving irreparable harm, the Owner agreeing by its acceptance of a deed of property in Provenance that violation hereof will provide the Founder with no adequate remedy at law in the absence of injunctive relief, or to seek damages.

ARTICLE XII:

Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance for the Association at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. The Association and/or the Founder shall make decisions regarding all aspects of insurance coverage, premiums and deductibles at their sole discretion. In any event, the Board and the Founder are expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent acts of other insureds.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained in the Board's discretion where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Provenance. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees. The cost of this and all other insurance shall be paid by the Association out of its annual budget.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Total Votes of the Association.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association. Failure to provide evidence of insurance upon request will amount to a violation of these Declarations and the Board may take any action against the Owner provided in these Declarations, including fines or seeking appropriate court orders, including injunctive relief (without the necessity of proving irreparable harm, the Owner agreeing by its acceptance of a deed of property in Provenance that violation hereof will provide the Founder with no adequate remedy at law in the absence of injunctive relief), all at the Board's sole discretion.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance funds and depleting reserves to a level to be determined at the Board's discretion.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Provenance Design Review Board or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.10 ("Corrective Action for Parcel Maintenance"), seek any remedy available at law or equity including but not limited to a temporary restraining order and/or injunction (without the necessity of proving irreparable harm, the Owner agreeing by its acceptance of a deed of property in Provenance that violation hereof will provide the Founder with no adequate remedy at law in the absence of injunctive relief) or other appropriate court order to enter the Parcel to remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up and any attorney's fees and costs associated therewith shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII:

Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be a frequent occurrence. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the community's benefit, these new provisions may be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval of such amendment in writing by Parcel Owners representing sixty seven percent (67%) of the Total Votes in the Association.

(b) By the Founder. The Founder specifically reserves the absolute and unconditional right to amend these Declarations for the Residential Neighborhood or any other declarations for land in Provenance without the consent or joinder of any party (i) within two (2) years of the recordation of these Declarations in the public record; (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to clarify the Declaration's provisions or correct errors.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder.

(d) Recording. Any amendment shall take effect upon recordation in the public records of Caddo Parish, Louisiana.

13.2 Dedication.

(a) Common Roads. If any portion of the Common Roads has not previously been dedicated to the public, the Founder or Association shall have the right to convey title to or dedicate the Common Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the Total Votes of the Association.

(c) Alleys; footpaths. After twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the Total Votes of the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by any applicable governmental agency

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%)

of the Total Votes of the Association, the Founder and a majority of the Mortgagees (not including lenders holding any mortgage that is not a bona fide first priority mortgage on the Lot or Parcel - i.e., second, third, fourth etc. mortgage holders) agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Provenance Design Code, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment: When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least 67%, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. Redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the Total Votes within the Redevelopment Area, Mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages (not including lenders holding any mortgage that is not a bona fide first priority mortgage on the Lot or Parcel - i.e., second, third, fourth etc. mortgage holders), and the Founder. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners.

Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. As part of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance ordering the purchase based upon the determination of the price by the appraisers as set forth herein may be entered by any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Provenance is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote of the Total Votes of the Association, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote of the Total Votes of the Association a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for twenty years, and shall be automatically extended for each succeeding ten year period unless an instrument signed by Owners representing 90% of the Total Votes of the Association shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty-seven percent (67%) of the Total Votes of the Association, if all the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Rerecording. Unless this Declaration is terminated, the Association shall rerecord or reinscribe this Declaration or other notice of its terms at intervals necessary under Louisiana law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:

General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a community of the highest quality. The italicized portions at the beginning of each Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against any property in Provenance to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree, temporary restraining order or injunction (however, under this subsection it shall not be necessary for the Founder to prove irreparable harm, the Owner agreeing by its acceptance of a deed of property in Provenance that violation hereof will provide the Founder with no adequate remedy at law in the absence of injunctive relief), or any other remedy at law or in equity. The Board shall be authorized to bring suits on behalf of the Association in its discretion.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association or the Founder in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken. All Owners who accept a deed of property within Provenance are deemed to specifically consent to this provision.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot or Parcel and, if different, to the last known address of the person who appears as Owner of the Lot or Parcel as that address is stated on the records of the Association at the time of the mailing. Each Owner shall also provide the Association an address for transmission of notice by electronic means, including both facsimile telephone number and email. Notice to an Owner by electronic means to the last known facsimile telephone number or email address of the person who appears as Owner of the Parcel or Lot as that facsimile telephone number or email address is stated on the records of the Association at the time of the notice shall be sufficient notice for all purposes.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, the Association and Founder will strive to ensure that amendments or modifications of this Declaration will not specifically impair such rights, priorities, remedies or interests of Mortgagees.

(b) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

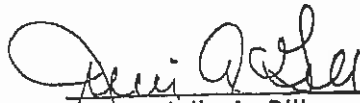
14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Louisiana.

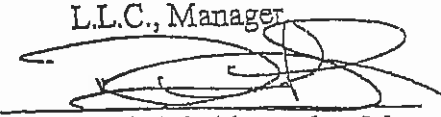
IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Provenance and has caused this Declaration to be executed as of the day and year first above written.

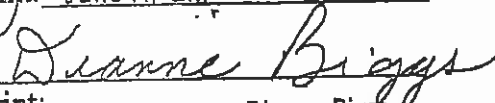
PROVENANCE DEVELOPMENT
COMPANY, L.L.C.,

WITNESSES:

By: Provenance Operating Company,
L.L.C., Manager


print: Julie A. Gill

By: 
David M. Alexander, Manager


print: Dianna Biggs


Notary Public

JEFFREY W. WEISS, NOTARY PUBLIC
CADDOPARISH, LOUISIANA
MY COMMISSION IS FOR LIFE
BAR NO. 17859

SCHEDULE OF EXHIBITS

- Exhibit A: Property Subject to the Residential Declaration
- Exhibit B: Initial Commons
- Exhibit C: Articles of Incorporation of the Provenance Neighborhood Association, Inc.
- Exhibit D: Provenance Design Code and Landscape Requirements

EXHIBIT A

INITIAL PROPERTY SUBJECT TO THE RESIDENTIAL DECLARATION:

LOTS 101 THROUGH 140 AND LOTS 1000 THROUGH 1008,
PROVENANCE, PHASE I - UNIT A, A SUBDIVISION OF CADDO
PARISH, LOUISIANA, AS PER PLAT RECORDED AT CONVEYANCE
BOOK 4050, PAGES 267 - 273, RECORDS OF CADDO PARISH,
LOUISIANA.

EXHIBIT B
THE INITIAL COMMONS:

LOTS 1000 THROUGH 1008, PROVENANCE, PHASE I - UNIT A, A
SUBDIVISION OF CADDO PARISH, LOUISIANA, AS PER PLAT
RECORDED AT CONVEYANCE BOOK 4050, PAGES 267 - 273,
RECORDS OF CADDO PARISH, LOUISIANA.

EXHIBIT C
ARTICLES OF INCORPORATION OF THE PROVENANCE
NEIGHBORHOOD ASSOCIATION, INC.

UNITED STATES OF AMERICA
State of Louisiana
Al Ater

SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
a copy of the Articles of Incorporation of

PROVENANCE NEIGHBORHOOD ASSOCIATION, INC.

Domiciled at SHREVEPORT, LOUISIANA,

Was filed and recorded in this Office on October 26, 2005,

And all fees having been paid as required by law, the
corporation is authorized to transact business in this
State, subject to the restrictions imposed by law, including
the provisions of R.S. Title 12, Chapter 2.

In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,
October 26, 2005

Al Ater
JMO 36038375N

Secretary of State



ARTICLES OF INCORPORATION
for
PROVENANCE NEIGHBORHOOD ASSOCIATION, INC.,
a Louisiana Nonprofit Corporation

The undersigned subscriber to these Articles of Incorporation, Provenance Development Company, L.L.C., a Louisiana limited liability company (the "Founder"), hereby forms a nonprofit corporation under the laws of the State of Louisiana.

ARTICLE I
NAME

The name of the corporation is PROVENANCE NEIGHBORHOOD ASSOCIATION, INC., (hereinafter referred to as the "Association"). The registered office of the Association is 330 Marshall Street, Suite 200, Shreveport, Louisiana 71101.

ARTICLE II
REGISTERED AGENT

The initial Registered Agent of the Association is David M. Alexander, with mailing address of 330 Marshall Street, Suite 200, Shreveport, Louisiana 71101.

ARTICLE III
DEFINITIONS

Terms used herein with their initial letters capitalized shall have the definitions as set forth in the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood for Provenance, recorded or to be recorded in the public records of Caddo Parish, Louisiana (hereinafter the "Declaration").

ARTICLE IV
PURPOSES

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the Neighborhood in Provenance in accordance with the Declaration, recorded or to be recorded in the public records of Caddo Parish, Louisiana for the mutual advantage and benefit of the Members of the Association. The Association shall have and exercise the following authority, powers and duties:

- (a) 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 Master Deed Restrictions and the Declaration, which are hereby incorporated by reference, as they may be amended from time to time.
- (b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(c) To operate, maintain and manage the easements of drainage for the Neighborhood in a manner consistent with governmental requirements and applicable rules; to assist in the enforcement of the restrictions and covenants contained in the Master Deed Restrictions and the Declaration; and to levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the drainage easements and other improvements that require maintenance in the Neighborhood, including but not limited to work within retention areas, drainage structures and drainage easements.

(d) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.

(e) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

(f) To have all other authority, powers and duties of a nonprofit corporation within the State of Louisiana which are not inconsistent with the Master Deed Restrictions or the Declaration.

ARTICLE V MEMBERSHIP

This corporation is organized on a non-stock basis. Every Owner of a Parcel is a Member of the Association. An Owner is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owner shall not include those having such interest merely as security for the performance of an obligation. When the record Owner is more than one person or entities, those persons who constitute the Owner shall notify the Board in writing of the person or entity that shall exercise the vote of the Owner and also to whom notice shall be given for all purposes under the Master Deed Restrictions, the Declaration and any other declarations and amendments or supplements thereto. In the event that the person(s) who constitute the Owner fail or refuse to notify the Board in writing of the person or entity who will exercise the vote or to whom notice shall be provided as set forth herein, then in that case the Owner will be defined as the first of the co-owners named on the tax certificate for the Lot or Parcel with the Caddo Parish Tax Assessor's Office. In no event shall any Parcel or Lot be considered to have more than one Owner for purposes of these Articles or the Declaration. Specifically, no further notice shall be required to any person having an interest in any Parcel or Lot who is not the Owner as defined herein. Membership shall be appurtenant to and may not be separated from ownership of a Parcel. Members shall not have preemptive rights.

ARTICLE VI VOTING RIGHTS

Voting rights are assigned in accordance with the provisions of the Declaration. However, until the occurrence of certain events as described in the Declaration, the Founder shall have the right to appoint all members of the Board.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by the Board, the members of which do not need to be Members of the Association. The Board shall be selected as provided in the Declaration and Bylaws. The initial Board shall consist of 5 directors who are appointed by the Founder until such time as set forth in the Declaration. The initial Board of Directors is comprised of the following:

Brant Anderson - 333 Texas Street, Suite 2020, Shreveport, LA 71101
David Alexander - 330 Marshall Street, Suite 200, Shreveport, LA 71101
Steve Simon - 855 Pierremont Road, Suite 200, Shreveport, LA 71106
Stephanie Edmiston - 330 Marshall Street, Suite 200, Shreveport, LA 71101
Charlotte Beadles - 333 Texas Street, Suite 2020, Shreveport, LA 71101

ARTICLE VIII
TERM OF EXISTENCE

This corporation shall commence existence with the filing of these Articles of Incorporation with the Louisiana Secretary of State. The corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Louisiana.

ARTICLE IX
DISSOLUTION

The Association may be dissolved as provided in the Declaration.

ARTICLE X
OFFICERS

Subject to the direction of the Board, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. The Board shall elect officers annually in accordance with the Bylaws.

ARTICLE XI
BYLAWS

The first Board shall adopt the Bylaws of this Association. The Bylaws may be altered, amended, modified or repealed by (a) the Founder, at its sole discretion without the consent or joinder of any other party, within two (2) years from the date the Bylaws are adopted by the Board; (b) a vote of 67% of the Board, or (c) assent in writing or by votes cast at a duly called meeting of Members representing a majority of the Total Votes of the Association. Any such modification shall be effective upon adjournment of the meeting at which such action was taken or as provided in the written instrument(s) effecting same, as applicable.

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ARTICLE XII AMENDMENTS

These Articles may be amended or repealed by (a) the Founder, at its sole discretion without the consent or joinder of any other party, within two (2) years from the date of these Articles or (b) a vote of 67% of the Total Votes of the Association.

ARTICLE XIII SUPREMACY

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

ARTICLE XIV INDEMNIFICATION

This Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the fullest extent permitted by law. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and attorney's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent of the Association as herein provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent of the Association may be entitled as a matter of law or which he may be lawfully granted.

ARTICLE XV INCORPORATOR

The incorporator of the corporation is Provenance Development Company, L.L.C., a Louisiana limited liability company, whose address is 330 Marshall Street, Suite 200, Shreveport, La. 71101.

ARTICLE XIII
SUPREMACY

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

ARTICLE XIV
INDEMNIFICATION

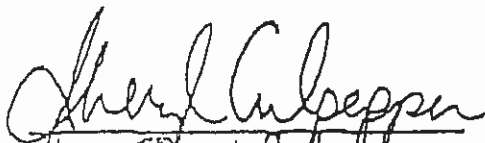
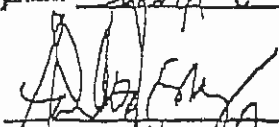
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ARTICLE XV
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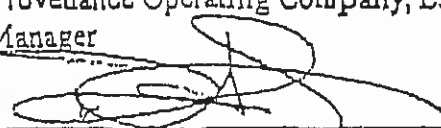
THUS DONE AND SIGNED in Shreveport, Louisiana on the 20th day of October, 2005, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:


print: Cheryl Culpepper

print: Allison Cooksey

PROVENANCE DEVELOPMENT
COMPANY, L.L.C.

By: Provenance Operating Company, L.L.C.
Its: Manager

By: 
David M. Alexander, Manager


Notary Public

BRADLEY S. ARMSTRONG, NOTARY PUBLIC
CADOE PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE

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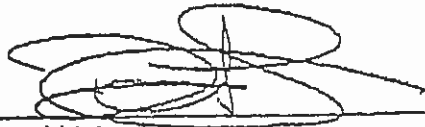
AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT

BY DESIGNATED REGISTERED AGENT

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of October, 2005, before me, a Notary Public in and for the State and Parish aforesaid, personally came and appeared DAVID M. ALEXANDER, who is to me known to be the person named in the foregoing Articles of Incorporation as registered agent, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent of the PROVENANCE NEIGHBORHOOD ASSOCIATION, INC., which is a corporation authorized to transact business in the State of Louisiana pursuant to the provisions of the Title 12.


David M. Alexander

Subscribed and sworn to before me
on the day, month and year first
above set forth


NOTARY PUBLIC
My Commission Expires at Death. 60484

BRADLEY S. ARMISTROKE, NOTARY PUBLIC
- CADDO, PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE

