

DECLARATION OF COVENANTS, CONDITIONS, SERVITUDES AND  
BUILDING RESTRICTIONS FOR THE GROVE AT GARRETT FARM SUBDIVISION,  
PHASE 1, CADDO PARISH, LOUISIANA

STATE OF LOUISIANA  
PARISH OF CADDO

BEFORE ME, the undersigned authority, a Notary Public in and for Caddo Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

Provenance Development Company, LLC, a Louisiana limited liability company, herein represented by its manager, Provenance Operating Company, L.L.C., a Louisiana limited liability company, herein represented by its Manager, David M. Alexander, having a mailing address of 330 Marshall Street, Suite 200, Shreveport, Louisiana 71101, which declared as follows:

Declarant is the Owner of the following described property in Caddo Parish, Louisiana, to-wit:

LOTS ONE (1) THROUGH THIRTY (30) and LOTS ONE THOUSAND (1000), ONE THOUSAND ONE (1001), ONE THOUSAND TWO (1002) and ONE THOUSAND THREE (1003), THE GROVE, PHASE 1, a subdivision of Caddo Parish, Louisiana, as per plat thereof recorded in Conveyance Book 9000, Pages 64 - 67 of the Records of Caddo Parish, Louisiana.

Declarant hereby subjects said property (together with any adjoining property or property in the proximity thereof that is hereafter made subject to the terms of the Declaration) to the covenants, conditions, servitudes and building restrictions hereinafter stated to enhance and protect the value, desirability and attractiveness of said property and to promote the health, safety, welfare, and quality of life of the residents of said property. All of said property above described shall be owned, held, occupied, maintained, altered, improved, sold, encumbered and conveyed subject to the following covenants, conditions, servitudes and building restrictions, which covenants, conditions, servitudes and building restrictions shall be covenants running with the land and binding on all parties having or acquiring any interest in said properties or any part thereof, and shall be binding upon and inure to the benefit of the Owners thereof, and their respective successors and assigns.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to The Grove at Garrett Farm Homeowner's Association, Inc., a Louisiana non-profit corporation, its successors and assigns.

Section 2. "Declarant" shall mean and refer to Provenance Development Company, L.L.C., its successors and/or assigns. If any successor or assign of Declarant should acquire more than one undeveloped Lot from Declarant for the purpose of development, Declarant may

designate such successor or assign as a successor to some or all of the rights of the Declarant hereunder.

Section 3. "Lot" shall mean and refer to any regularly subdivided lot of land shown upon any recorded subdivision map of the Subdivision (as hereinafter defined) filed by Declarant. The term "Lot" shall also include re-subdivided Lots if same are formed in accordance with Article V, Section 6, hereof.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association. Every Owner shall be a Member of the Association as more fully provided herein.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Properties" shall mean and refer to Lots One (1) through Thirty (30) inclusive, and Lots One Thousand (1000) and One Thousand One (1001), One Thousand Two (1002) and One Thousand Three (1003), The Grove, Phase 1, a subdivision of Caddo Parish, Louisiana, as recorded in Conveyance Book 9000, Pages 64 - 67 of the Records of Caddo Parish, Louisiana, and such additions thereto, together with any adjoining property or property in the proximity thereof that is hereafter declared by the Declarant to be a part of the Subdivision and brought within the ownership, administration or jurisdiction of the Association.

Section 7. "Improvements" shall mean all structures and any appurtenances thereto of every type, kind or nature, including, but not limited to, buildings, out-buildings, swimming pools, patio covers, awnings, painting of any exterior surfaces of any visible structures, additions, walkways, bicycle trails, sprinkler pipes or heads, satellite dishes, garages, carports, roads, driveways, parking areas, screening, walls, retaining walls, stairs, fences, decks, fixtures, windbreaks, poles, signs, exterior tanks, solar energy equipment, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment and facilities, and landscaping which is visible from the street or Common Area.

Section 8. "Under Roof" shall mean heated areas, garages, porches, and covered patios.

Section 9. "Common Area" shall mean all real (immovable) and personal (movable) property (including, without limitation, improvements, fixtures, easements and servitudes) now or hereafter owned, leased or otherwise held, possessed, maintained or administered by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

LOTS ONE THOUSAND (1000), ONE THOUSAND ONE (1001), ONE THOUSAND TWO (1002) and ONE THOUSAND THREE (1003), THE GROVE, PHASE 1, a subdivision of Caddo Parish, Louisiana, as per plat thereof recorded in Conveyance Book 9000, Pages 64 - 67 of the Official Records of Caddo Parish, Louisiana.

Section 10. "Subdivision" shall mean THE GROVE, PHASE 1, a subdivision of Caddo Parish, Louisiana, as per plat thereof recorded in Conveyance Book 9000, Pages 64 - 67 of the Records of Caddo Parish, Louisiana and any additional property that may be annexed as additional property or property in the proximity thereof that may hereafter be declared by the Declarant to be a part of the Subdivision.



Section 11. "Conversion Date" shall mean the date on which the Class A Member voting rights shall convert to Class B Member voting rights, which shall be established by the date Declarant records in the Conveyance Records of Caddo Parish, Louisiana, a statement by Declarant that (i) 100% of the Lots in the Subdivision, inclusive of all Lots included in any additions or units of the Subdivision, have been sold to Class B Members other than Builders, or (ii) Declarant has elected in its discretion to convert Class A Member voting rights to Class B Member voting rights.

Section 12. "Design Code." The "Design Code" establishes the plan for the development of the Subdivision through its regulation of land use, architecture and environment. The Design Code is originally adopted by the Declarant and may be amended from time to time. The Design Code, as it may be amended and supplemented, will be recorded in its entirety as an Exhibit to this Declaration. The Design Code further covers the landscape requirements for the Subdivision and all Lots and Common Area therein. Copies of the Design Code also shall be available from the Architectural Control Committee. Additionally, all parties owning immovable property in, living in and dealing with the Subdivision and the Association are hereby put on notice of the existence of the Design Code and the entire Design Code, as it may be amended and supplemented, is incorporated in this Declaration by reference as if fully set forth herein.

Section 13. "Builder" shall mean any person or entity that purchases a Lot and builds a speculative or custom home thereon for resale in the ordinary course of business.

Section 14. "Declaration" shall refer to this Declaration of Covenants, Servitudes and Building Restrictions for The Grove, Phase 1, Caddo Parish, Louisiana, as it may be amended from time to time.

## ARTICLE II THE ASSOCIATION, MEMBERSHIPS AND VOTING RIGHTS

Section 1. Association and Membership in Association. Declarant hereby places the Subdivision, including, without limitation, all Lots, Common Area and Properties, under the jurisdiction, control, terms and conditions of the Association in accordance with the provisions of the Articles of Incorporation of The Grove at Garrett Farm Homeowner's Association, Inc. (the "Articles") and Bylaws of the Association, as such Articles and Bylaws may be properly amended from time to time. The Owner of each Lot shall be a Member of the Association, except as herein provided. Persons or entities who hold an interest in a Lot merely as security for performance of an obligation shall not be Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lots. Ownership of such Lot shall be the sole qualification for membership. When more than one person or entity appears as the record owner of a Lot, the membership as to such Lot shall be joint and a single membership shall be issued in the names of the record owners of the Lot. All such co-owners of a Lot shall be jointly, severally and solidarily obligated to perform the responsibilities of Owner arising from ownership of such Lot.

Section 2. Voting Rights, Class A Members and Class B Members. The Association shall have two classes of voting membership, Class A Members and Class B Members. Class A Members shall be the Declarant (and those Owners of undeveloped Lots designated by Declarant or this Declaration as having such rights), and Class B Members shall be any other Owner.



Class A Members shall have four (4) votes for each Lot owned by such Class A Member, and Class B Members shall have one (1) vote for each Lot owned by such Class B Member.

Class A Member voting rights shall convert to Class B Member voting rights of one (1) vote per Lot on the Conversion Date, as defined above.

When more than one person or entity appears as the record owner of a Lot, the vote for each such Lot shall be exercised as such record owners may determine among themselves, provided that only one (1) vote shall be cast for each Lot owned by a Class B Member and only four (4) votes shall be cast for each Lot owned by a Class A Member. Such record co-owners shall jointly designate to the Association, in writing, which record owner(s) shall have authority to vote. If more than one record owner is designated, the joinder of all designees shall be required to cast such vote. In the event of a dispute between or among the record owners of a Lot, the vote of such Lot shall be counted as an abstention. There shall be no fractional votes. Members who are delinquent in any amount owed the Association shall not be entitled to vote until such delinquency is paid in full.

In the event more than one person or entity succeeds to the right of Declarant hereunder, the right of Declarant to make decisions, issue approvals, expand the Subdivision, deal with Common Area, and take any other action reserved to Declarant under this Declaration (save and except for the right to vote which shall continue to be exercised by each such person or entity designated as having such right) shall be exercised by the person or entity holding a majority of the Class A Member voting rights, or as directed by the concurrence of those persons or entities holding a majority of the Class A Member voting rights.

Section 3. Association Property. The Association, acting by authority of its Board of Directors, may acquire, hold, lease (as lessor or lessee), operate, and dispose of tangible and intangible, immovable and movable property, and interests therein in furtherance of the purposes of the Association. The Association may enter into leases, licenses, operating agreements and any other agreements of any lawful nature which will further the purposes of the Association on such terms as the Board of Directors of the Association deems appropriate. Declarant and its designees may convey to the Association, and the Association shall accept, immovable property, movable property, leasehold interests, servitudes or other property interest specified by Declarant. Furthermore, upon Declarant's request, the Association shall re-convey to Declarant, for no consideration, such servitudes, easements, and other interests as may be necessary or appropriate to enable Declarant to develop any property in the vicinity of the Subdivision as an additional unit of the Subdivision.

Section 4. Supplemental Additions. Declarant intends to develop other property in the vicinity of the Subdivision and at such time to include such property as additional units of the Subdivision by supplemental declaration under the jurisdiction, terms and conditions of the Association. Upon the recording of such supplemental declaration by Declarant, all Owners of Lots lying within the newly added property shall become Members of the Association with all the same rights, privileges and obligations associated therewith. At the time of said supplemental declaration, Declarant shall have Class A Member for each of said Lots owned by Declarant. Declarant shall not be required to pay assessments as a Class A Member. The Lots added by Declarant in such supplemental declaration shall be included for purposes of determining the date of the conversion of the Class A memberships to the Class B memberships. The supplemental declaration shall not require the consent of any person or entity other than Declarant, except the record owner(s) of such expansion property, if other than Declarant.



ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS OR CHARGES

Section 1. Creation of the Lien and Owner's Personal Obligation for Payment of Certain Charges and Assessments. The Association is authorized to levy and collect charges, expenses, costs and dues assessed by it against each Lot and the Owner thereof as hereinafter provided. To the fullest extent permitted by applicable law, each Owner by acceptance of a deed does covenant and agree to pay to the Association any and all assessments, charges, expenses, costs and dues assessed against each Lot owned by such Owner as herein provided. The Association is authorized to levy and collect such charges, expenses, costs and dues as follows:

- (1) Annual assessments; and
- (2) Special assessments or charges for capital improvements.

If all or any portion of the assessment of such charges, expenses, costs and dues is not paid when due, the Association shall be entitled to recover any unpaid assessments, together with legal interest thereon from the due date until paid, together with reasonable attorney fees and court costs. To the fullest extent permitted by applicable law, any and all such unpaid assessments shall be the personal obligation of each person or entity who is the Owner of the Lot at the time the assessment was accrued or levied. This personal obligation of the Owner for charges accruing during such Owner's term of ownership shall not pass to his successors in title unless expressly assumed by them; provided that the foregoing is not intended to release the Lot in question from any privilege or lien securing any unpaid assessment regardless of whether a notice of lien has been filed. The Association shall have a privilege (lien privilege) upon each Lot and the Improvements thereon for the full amount of any and all such assessments for charges, expenses, costs and dues, together with legal interest thereon from the due date until paid, and together with reasonable attorney fees and court costs. Without limiting the foregoing, the Association shall also be entitled to all rights and privileges provided in La. R.S. 9:1145-1148, or such other provisions of law which may be applicable. The Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby, and all subsequently accruing amounts which are included as part of said lien, are fully paid or otherwise satisfied, together with a reasonable fee and all attorney's fees incurred in connection therewith, as fixed from time to time by the Board of Directors, to cover the preparation and recordation of such release of lien instrument.

Section 2. Purpose of Assessments or Charges. Revenues derived from assessments or charges levied by the Association shall be used exclusively (i) for the maintenance, preservation, administration, and architectural control of the Subdivision, (ii) to promote the recreation, health, safety and welfare of the Owners and its Members, (iii) for the ownership and administration of Association properties and improvements, (iv) for maintenance of the Common Areas or other Association properties, and (v) for facilities or services related to the common benefit of all the Owners and Members. Without in any manner limiting the foregoing, the Association may use such revenues to obtain such types and amounts of insurance coverage pertaining to the properties owned by the Association and the ongoing operations and responsibilities administered by the Association as the Board of Directors of the Association shall determine, including without limitation, property insurance, commercial general liability insurance, employers liability insurance, directors and officers liability coverage, fidelity insurance, and such additional



insurance as the Board of Directors of the Association in the exercise of its business judgment, determines advisable.

Section 3. Amount of Assessments and Charges. Subject to the provisions of Section 3(d) below, for each Lot contained in the Subdivision, the annual assessment shall be \$800.00. The annual assessment for each Lot may be adjusted, and special assessments may be adopted as hereinafter provided.

- (a) Prior to the Conversion Date, the annual assessment for each Lot may be increased in the discretion of the Declarant.
- (b) The annual assessment may be increased by the Board of Directors of the Association 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.
- (b) From and after the 1st day of January, 2020, the annual assessment may be further increased by special assessments or charges for capital improvements over and above the increases in the annual assessments permitted as provided in subparagraphs (a) and (b) above, provided that any such special assessment or charges for capital improvements shall have either: (i) the written assent of two-thirds (2/3) of the authorized votes of the Members in lieu of a formal meeting, or (ii) 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, at the last known address of the Members according to the records of the Association, 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 notice of the meeting shall also be posted at the entrance of the subdivision no less than ten (10) days prior to the meeting date. The quorum requirement for the meeting is set forth in Section 5 hereinafter. Members who are delinquent in any amount owed the Association shall not be entitled to vote until such delinquency is paid in full. The portion of any special assessment that increases the annual assessment above that permitted as provided in subparagraphs (a) and (b) above, shall have a maximum duration of three (3) years, after which period the Members may vote to extend or reinstate such additional increases in the same manner as provided above for its adoption.
- (c) After consideration of maintenance costs and the present and future needs of the Association, the Board of Directors of the Association shall fix the annual assessment or charge at an amount not in excess of the maximum annual assessment hereinabove provided.
- (d) The following exceptions to the annual assessments set forth in this Section 3 above are follows: For any Lot that is vacant and does contain building improvements thereon, the following will be the annual assessment structure while the Lot is vacant: (i) while the Lot is vacant, assessments for the first year after the Lot is purchased by a Builder or other third party, will be \$200 for the annual assessment; (ii) while the Lot is vacant, assessments for the second year after the Lot is purchased by a Builder or other third party, will be \$400 for the annual assessment; (iii) after the end of the second year from purchase of a Lot by a Builder or other third party, the full amount of annual assessment set forth above in Section 3 shall be owed for each Lot.

Section 4. Uniform Rate of Assessment or Charge. Both annual assessments and special assessments or charges must be fixed at a uniform rate for all Lots owned by Class B Members. Lots owned by Class A Members shall not be subject to regular or special assessments, but instead Declarant shall be fully responsible for any budget shortfalls to meet maintenance and operating costs of the Association each year until the Conversion Date, when Declarant shall be



relieved of such obligation. Both annual assessments and special assessments or charges may be collected on a semi-annual basis beginning with sale of the first Lot. The Board of Directors of the Association may determine that the assessments may be collected in shorter or longer intervals, provided that such intervals shall not be less frequent than yearly nor more frequent than monthly.

Section 5. Quorum For Any Action Authorized Under Section 3. At the first meeting called for the purpose of adjusting the assessment as provided in Section 3 above, the presence at the meeting of Members (or their proxies) entitled to cast sixty percent (60%) or more of all the authorized votes of Members of the Association shall constitute a quorum. If the required quorum is not forthcoming at any 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.

Section 6. Effect of Non-Payment of Assessments or Charges. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the legal interest rate. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or to foreclose the privilege or lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot. In addition to such remedies as are available to the Association hereunder or under applicable Louisiana law, the Association may, following an affirmative majority vote of those Directors present at a duly constituted Board of Directors meeting, and delivery to the Lot and the last known address of the Owner of the Lot of a copy of such Board action, terminate or suspend the voting rights of any Member who maintains a delinquent assessment account with the Association, and/or terminate or suspend any services or utilities being provided to the Lot by the Association, and terminate or suspend the rights of the Owner to the use and enjoyment of the Common Areas.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the date that this Declaration is recorded in the Conveyance Records of Caddo Parish, Louisiana; provided that the annual assessments shall not accrue on Lots owned by Declarant until such time as Lots are owned by a Class B Member. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates of annual assessments and special assessments shall be established by the Board of Directors.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide valid vendor's privilege or bona fide valid first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment privilege or lien, nor the Association's rights to enforce same. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the privilege or lien of such assessments as to payments which became due prior to such foreclosure sale or transfer in lieu thereof. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the privilege or lien securing same.

ARTICLE IV  
ARCHITECTURAL CONTROL

Section 1. Control.

- A. No improvements (including but not limited to any building, wall, fence or other structure) shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof (including, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto after original construction, or demolition or destruction made thereto after original construction, on any land or Lot within the Subdivision, including, without limitation, the Common Area or any community common elements, prior to obtaining the approval (as hereinafter provided) of the "Architectural Control Committee" of the construction plans and specifications for the construction or alteration of such Improvements or demolition or destruction of existing Improvements, which plans shall show the nature, kind, shape, height, width (height and width drawn to scale in such plans), materials, colors and location of such Improvements to be in accordance and in harmony with the Design Code. 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 Common Area must be in accordance with the Design Code. Approval shall be granted or withheld based on matters of compliance with the provisions of the Declaration and the Design Code, as same may be amended from time to time, and any supplementary declaration(s), quality and color of materials, drainage, harmony of external design, harmony with natural drain and topography, and color with existing and proposed structures, and location with respect to topography and finished grade elevation, so as to (1) promote those qualities of the environment which enhance the value of the Lots in the Subdivision, (2) foster the attractiveness and functional utility of the Subdivision as a place to live and work, and (3) foster a harmonious relationship among structures, vegetation and topography and the overall design of the Subdivision as intended by the Declarant and the Design Code.
- B. In making decisions as to any Improvements or alterations, the Architectural Control Committee shall consider the following design standards: (1) validity of the design concept; (2) effect on landscape and the environment; (3) relationship of structures and open spaces; (4) protection of neighbors with respect to access, drainage, sound and sight buffers, preservation of views and landscaping during and after completion of construction of the Improvements; (5) design compatibility with respect to scale, materials, color and construction details; (6) workmanship; and (7) construction timetable.
- C. Each application made to the Architectural Control Committee shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alterations) to be done on such Lot or other land within the Subdivision, including the drainage plan for the Lot or other land within the Subdivision, plot plans showing the location and elevation of the Improvements on the Lot or other land and the dimensions of all proposed walkways, driveways, and all other matters as may be requested by the Architectural Control Committee relevant to architectural approval. The address of the Architectural Control Committee shall be the address of the principal office of the Association.



Section 2. Membership of Committee. There shall be three (3) members of the Architectural Control Committee (hereinafter sometimes also called the "Committee"). The initial members of the Committee shall be (i) David M. Alexander, (ii) W. Alvin Childs, Jr., and (iii) Justin Sevier. The members of the Committee shall be appointed by the Board of Directors of the Association and shall serve until their successors are appointed by the Board of Directors, and the Board of Directors' discretion. The Committee, by unanimous consent, may designate a representative to act for it, provided that such designation may be revoked by any member of the Committee by written notice to the designated representative and the other members of the Committee. The Directors of the Association shall have the full authority to designate a successor or successors to serve on the Committee. It is the intention of this part to vest in the Architectural Control Committee the complete authority and power to disapprove any structure, Improvements, design, plan or color that does not, in the Committee's sole discretion, adequately maintain the architectural harmony or privacy of each home constructed or to be constructed on any Lot. In the event the Architectural Control Committee fails to approve or disapprove a design and location within a thirty (30) day period after appropriate plans and specifications have been properly submitted in writing to the Committee, approval will be deemed to have been granted. Said thirty (30) day period shall commence to run from date of written receipt by the Architectural Control Committee of said plans and specifications which may be evidenced by return receipt showing actual delivery of said plans and specifications to the Committee at the proper address by U.S. certified or registered mail, or by written acknowledgment of receipt by one of the members of the Committee.

Section 3. Committee Fees. The Architectural Control Committee may charge a fee of \$200.00 for services pertaining to approval of plans. The Committee may charge a fee of \$500.00 if plans are submitted after construction has begun. These fees may be amended from time to time by the Directors of the Association. In the event that any Builder or Owner uses an architect or draftsman to prepare their plans for submission to the Architectural Control Committee that is not on the approved list of architects or draftsmen allowed by the Declarant or the Association, then in that event, in addition to fees set forth above in this section, Builder or Owner shall also pay all of the reasonable fees of the architect hired by Declarant or the Association that are charged in the review and/or changes of the plans submitted by Builder or Owner.

## ARTICLE V USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes, with the exception of Common Areas, unless the Architectural Control Committee deems it necessary to use a Lot for a road right of way to improve or expand the Subdivision. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, private garage, or permanent storage building. The exterior of each dwelling and any permanent storage building shall consist of only the following materials: brick (Queen or King), stucco, cement board (Hardie board or similar – no cement panels) or other materials as approved in advance of construction by the Architectural Control Committee. No commercial enterprise of any nature shall be entered into or conducted on any Lot. A garage to house a least two (2) automobiles much be provided on each Lot. All driveways on any Lot shall lead to either side facing or rear facing garages. In the event that a front facing garage is approved, that garage must be recessed from the front face of the house to the same extent as the furthestmost front portion of the house foundation.



Section 2. Subdivision Improvements. Any entrance gate to the Subdivision will be owned, maintained and operated by the Association. The Declarant, before the Conversion Date, shall control the hours of operation of any entrance gate. After the Conversion Date, the Association shall control the hours of operation of any entrance gate. Neither the Association nor the Declarant shall at any time be liable for any loss, damage or injury of persons or property as a result of ownership and/or operation of the entrance gate. Any improvements owned by the Association may not be removed, changed, altered, or modified in any way without express prior written consent of the Declarant or the Architectural Control Committee. The Architectural Control Committee, and its successors and assigns, reserve the right, but not the obligation, to enter onto any Lots in the Subdivision for the limited purpose of maintaining and repairing any improvements owned by the Declarant or the Association.

Section 3. Dwelling Size. The area of the main structure under roof, exclusive of open porches, open storage areas and garages, on each Lot shall be not less than 1,500 heated square footage. However, in special situations this minimum provision may be waived by the Architectural Control Committee or Declarant. The front side of any single or multi-story dwelling shall be of width sufficient to be in harmony with the building site size and other dwellings in the neighborhood. All buildings or homes on any Lot shall be of a style approved by the Declarant or Architectural Control Committee. Declarant or Architectural Control Committee reserves the right to change said style restrictions at anytime.

Section 4. Building Location and Setback Lines. No building or any part thereof, including, but not limited to, porches, patios, decks, steps, stoops, verandas, garages or hand rails shall be located, erected, or altered on any Lot in contravention of the applicable setback lines set out on the Subdivision plats, nor nearer than five feet (5') from interior or side property lines. Nevertheless, the Architectural Control Committee or Declarant may waive in writing any setback requirements, if in its opinion, the location of said dwelling is aesthetically acceptable and in harmony with other dwellings in the Subdivision. No dwelling with a width of less than forty feet (40') facing the street shall be erected or placed on any Lot.

Section 5. Landscaping, Irrigation and Trees. In addition to the Architectural Control requirements set forth in Article IV hereof, no building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot until fully developed, complete, professional landscaping plans for such Lot shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall, in its sole discretion, determine whether the landscaping plans and layout, including, without limitation, drainage, grass, shrubs and trees, constitute sufficient landscaping. All such landscaping plans shall include plans for trees and shrubs. For each Lot, there shall be a minimum requirement of two (2) trees with a minimum diameter of five (5) inches and minimum height of sixteen (16) feet planted on each Lot; provided that this requirement may be changed or waived by the Declarant or Architectural Control Committee where space limitations are a factor. The landscaping requirements set forth herein shall be the responsibility of the Owner. Owner shall take steps to insure that Owner's builders, contractors and all subcontractors are fully aware of these requirements. No tree may be removed or destroyed without the express prior written approval of the Declarant or Architectural Control Committee. Such authority is vested in the Declarant and Architectural Control Committee to aid in maintaining the natural beauty of the Properties. Upon completion of the initial construction of the dwelling and before occupancy, the Owner shall install a fully sodded front lawn along with perimeter landscaping along the front elevation of the residence. Additionally, any area on the Lot subject to increased runoff during periods of normal rain, shall be sodded and silt fences installed if necessary. Each Builder shall be required to install an irrigation system for the front yard of the Lot and any Common Area in front of the Lot. The



irrigation system shall be installed prior to sodding the Lot. The Owners of all Lots shall keep all weeds and grass thereon cut on a regular basis.

Section 6. Re-Subdivision of Lots. No Lot shall be re-subdivided into additional Lots (Re-subdivided Lots) without the prior written consent of the Architectural Control Committee or Declarant. No building or structure shall be constructed or permitted on any tract consisting of less than the entirety of one Lot as originally subdivided, without the prior written consent of the Architectural Control Committee or Declarant. As provided in Section 1 of this Article, the Architectural Control Committee or Declarant may change any Lot to use as a road to improve or expand the Subdivision.

Section 7. Fences. No fence or wall shall be erected, placed, altered or permitted nearer to any street than the front of the house unless approved by the Architectural Control Committee. Any fence erected on any Lot shall be of brick, wrought iron, cedar wood, redwood (all wood fencing of any kind being stained with a color approved by the Architectural Control Committee), and/or high quality vinyl type construction, or such other type of fence material as may be approved in writing by the Architectural Control Committee. No fence shall be erected of "barb" wire, "hog" wire, or similar type mesh. All rear yard fencing shall be placed as close as possible to the property line, and shall contain 2" diameter galvanized steel posts anchored in concrete 18" into undisturbed soil and placed no further apart than 10 feet. Privacy fencing will be built at seven feet (7') in height above the ground level.

An adjacent Owner may elect to attach to an existing adjacent fence for the purpose of installing fencing, provided that said Owner notify the adjacent Owner of his or her intent to do so, obtain the approval of the adjacent Owner and the Architectural Control Committee, and have professionally installed rails and bolts in such a way that the rail installation or fencing material is not visible to the adjacent Owner.

Section 8. Vehicles. 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, unless such vehicles are for guests or invitees of the Owner, 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 these covenants that, to the extent there are sufficient bays, the automotive vehicles owned by Lot Owners will be regularly and normally parked within the 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 their 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 the Subdivision either on the public street or on the privately owned Lot at any time. Except in an emergency, no truck of tonnage in excess of 3/4 tons, inoperable vehicle, mobile home, utility trailer, school bus, commercial vehicle, industrial or commercial equipment shall be stored, kept, allowed to remain, be parked or repaired upon any public street or upon any privately owned property lying within the Subdivision, unless parked in an enclosed garage and is not visible from any street. No recreational vehicle, travel trailer, motor home or similar vehicle shall be stored, kept, allowed to remain, be parked or repaired on any public street or upon any privately owned Lot lying within the Subdivision, except that, subject to the discretion of the Architectural Control Committee, such vehicles may be allowed on privately owned property for a period not in excess of twenty-four (24) hours, for purpose of loading and unloading. No boat, boat trailer, motor home, RV or any vehicle larger than 3/4 ton shall be stored, kept, allowed to remain, be parked or



repaired on any public street or upon any privately owned property lying within the Subdivision, unless within an enclosed garage or in a backyard (subject to satisfying such screening requirements as may be imposed by the Architectural Control Committee). No repair work of any kind may be performed on any vehicle or boat of any kind on any Lot, street or driveway. Such repair work may only be within an enclosed garage. No vehicle of any type shall be offered for sale within the Subdivision or allowed to remain on a Lot with a "For Sale" or similar sign on or near such vehicle.

Section 9. Nuisances. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or Subdivision. No unsightly condition shall be permitted on any Lot and specifically, but without limitation, the storage or repair of a damaged or inoperable vehicles is prohibited in the Subdivision.

Section 10. Prohibited Uses and Structures. No structure of a temporary character, trailer, basement, garage, barn, or other similar out-building shall be used on any Lot at any time as a residence either temporarily or permanently. No motor home, mobile home, pre-fabricated home, tent, shack or temporary structure shall be permitted at any time. No electric or electronic structure, device, dish, station or other similar equipment, shall be placed, erected or maintained outside a home on any Lot unless same is located in the rear of an existing home. No satellite dish may exceed 36 inches in diameter, and such satellite dish may not be located closer than twenty feet (20') to any front Lot line, provided that a variance may be obtained only by prior written approval of the Architectural Control Committee. Further, no satellite dish shall be installed where the dish is visible from any street. No "Ham" radio transmitting or receiving tower, or tower of any kind shall be placed, erected, or located on any Lot at any time.

With the exception of the residence and garage or other structure of the same design, material and color of the residence, no temporary or permanent structure, trailer, basement, tent, or other out-building shall be allowed on any Lot at any time unless same is ten feet (10') or less in height, is constructed of the same design, materials and colors of the residence on that Lot and has been approved prior to commencement of construction by the Architectural Control Committee. Notwithstanding anything to the contrary contained herein, bona fide Builders may have temporary structures on residential Lots during the construction of a residence on that Lot.

Section 11. Signs. No sign of any kind, including those for political races, shall be displayed to the public view on any Lot except one sign, not more than 36" x 36" in size, advertising the property for sale or rent, or signs used by a Builder to advertise the property during the construction and sale period. Signs of a larger size advertising the Subdivision may be erected by Declarant.

Section 12. Servitudes. Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats.

Section 13. 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, pipes, pipelines, 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 interest have been previously reserved or assigned and shall not be conveyed to any Lot Owner.



Section 14. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The Owner of each Lot shall insure that all dogs, cats or other household pets are confined to the Owner's Lot or restricted by a leash while on any other portion of the Subdivision. The Association shall have the right to regulate policies concerning pets' usage of the Common Area.

Pets shall not be allowed to become a nuisance or pose a threat to anyone in the Subdivision. It is the intent of this Section to prohibit the keeping of groups of animals in such number that they create a nuisance due to excessive noise or noxious odors brought about by keeping of such animals. No dog pen, animal pen or animal house shall be placed in any manner as to be seen from any street, and any such pen shall require approval by the Architectural Control Committee in advance of the commencement of construction.

Section 15. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers. No incinerators or other equipment for the storage or destruction of any trash or waste material shall be kept on any Lot with the exception of a compost container which must be kept in a clean, sanitary and odor free condition, and whose location and the type of screening of such must be approved by the Architectural Control Committee. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and out of view from the street. Notwithstanding the language above in this Section 15, Builders shall be allowed to maintain a trash dumpster on the Lot upon which they are building during the time of construction and for a reasonable time after construction has been completed to facilitate clean-up of the Lot.

Garbage and trash receptacles shall not be set out near the street except on the day of pickup by garbage services. Garbage and trash containers shall be removed to a place beyond view from any street within twenty-four (24) hours after being emptied by such services. Garbage will be picked up by the City of Shreveport.

Section 16. Water and Sewerage. The Owner of each Lot shall have access to all City of Shreveport utilities. The Owners are hereby required to connect to the City of Shreveport utilities and City sanitary sewage disposal system. No water wells, septic or private sewerage disposal systems are allowed on any Lot or Common Areas.

Section 17. Completion of Construction. Construction of residential improvements upon any Lot once commenced shall be carried forward with due diligence and substantially completed within not more than 250 calendar days from the date the applicable building permit is issued, unless otherwise approved by the Architectural Control Committee. In the event the construction of the improvements goes beyond the timeframe set forth in this Section 17 without approval of extension from the Architectural Control Committee, the applicable Owner or Builder shall be subject to a fine by the Association of \$300.00 per day for every day beyond the time limit set forth herein. Should the Owner or Builder fail to pay said fine within thirty (30) days from the billing thereof, the Association may file a lien against the applicable Lot for the amounts owed and also collect reasonable attorney's fees incurred in the preparation and collection thereof.

Section 18. Relocation of Buildings. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot and remodeling or converting same into a dwelling in this Subdivision.



Section 19. Conformance to Zoning. No Lot, including any Improvements thereon, may be used in a manner which is not in conformity with all applicable zoning ordinances and rules of the governmental authority having jurisdiction over same.

Section 20. Firearms. Discharge or firing of any air rifles, pellet guns or firearms of any type within the Subdivision is strictly prohibited.

Section 21. Drainage. For drainage purposes, the grades and elevations of the land, as existing at the time of the conveyance of the applicable Lot to someone other than the Declarant, 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 Architectural Control Committee determines the necessity of any changes and approves of same after review of a grading and drainage plan prepared by a licensed civil engineer on behalf of an Owner or Builder, with such plans to be in accordance with the location regulatory codes or ordinances governing storm water management.

Section 22. Roofs and Chimneys. All roofs on any part of any residence shall have a pitch not less than 8/12, except as specifically approved by the Architectural Control Committee as indicated by the architectural style of the residence or the applicable terrain. All roofing shall be of architectural design shingles, with a 30 year or better guarantee. Any roofing materials other than those specified in this section must be approved in advance of construction by the Architectural Control Committee. Prefabricated fireplace flue pipes must be shrouded with materials consistent with the exterior materials used in the main structure. All fireplace chimneys shall be constructed of Hardie Plank siding, brick, or stucco.

Section 23. Mail Boxes. Mailboxes are to be installed during construction by the Builder. All mailboxes, and standards thereof, shall be of a type and size accepted by the United States Postal Service and the type, size, style and location of same must be approved prior to erection by the Architectural Control Committee.

Section 24. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight line or elevations between two (2) and six (6) feet above the roadway, shall be placed or permitted to remain on an area adjacent to a driveway or on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of two streets or the intersection of street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 25. Driveways. Driveways shall be constructed of reinforced concrete and shall be at least four (4) inches thick. No other driveway surface is permitted unless submitted to the Architectural Control Committee and approved in writing in advance of construction by said Committee. All driveways shall be located and constructed in a manner acceptable to the Architectural Control Committee.

Section 26. Mud Control. Owners and their contractors are required to install driveways and to complete preliminary rough drainage immediately after the installation of the foundation so that construction mud will be limited in the streets. Owners, their contractors and Builders are required to remove mud and concrete from the streets after concrete installation. Owners, their contractors and Builders are required to maintain erosion control in such a way as to prohibit the collection of mud and dirt in the streets. Any expense by the Association to clean up the streets



or Common Areas related to a failure of erosion control, mud control or debris control by an Owner, their contractors or Builder, will be billed to the Owner or Builder (as applicable) at the actual cost for same, plus a \$200 administration fee. Should the Owner or Builder fail to pay said assessment within thirty (30) days from the billing thereof, the Association may file a lien against the Lot for that amount and also collect reasonable attorney's fees incurred in the preparation and collection thereof.

Section 27. Lot Maintenance. All Lots shall be kept at all times in a neat, attractive, healthful and sanitary condition. The Owner of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for the storage of materials or equipment except for the normal residential requirements or incident to construction of improvements thereon, nor permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All yard equipment or storage items shall be kept screened from the view of neighboring Lots, streets or other property.

Section 28. Basketball Goals, Soccer Goals, Batting Cages, Skateboard Facilities. Any basketball goals or skateboard ramps, pipes, props or other large recreational structures shall not be located any closer to any street than the front building set back line for that particular Lot. Soccer goals of any kind shall not be located in the front or side yards of any Lots. All soccer goals must be located in the back yards of any Lot, where they cannot be viewed from any street. Batting cages of any kind shall not be permitted on any Lot.

Section 29. Windows. All windows on residences in the Subdivision shall be double-insulated, with either vinyl, fiberglass SDL or wood clad. Aluminum windows are not allowed. Street facing windows shall have external dividers.

Section 30. Swimming Pools. Above ground pools shall not be allowed on any Lot. All in-ground pools shall be required to be placed in the rear yard and in the event that the rear yard on a Lot is not fully enclosed with a privacy fence, then in that instance all in-ground pools shall be required to have a 4' barrier fence around the entire perimeter of the pool along with a gate and lock to prevent accidents during unsupervised times.

Section 31. PODS. Personal (or Portable) On Demand Storage (PODS) containers or similar containers shall be permitted to be placed in the driveway only on a Lot for no more than 72 hours when in use.

Section 32. 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.



ARTICLE VI  
DECLARANT'S ADDITIONAL RIGHTS AND RESERVATIONS

Section 1. Period of Declarant's Rights and Reservations. Without in any manner limiting the rights and reservations of the Declarant as hereinabove set forth, the Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Areas from the date hereof until the Conversion Date. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by the Declarant to an Owner or Builder whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by the Declarant. The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of the Declaration and may not, without the Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. The Declarant's consent to any one such amendment shall not be construed as its consent to any other or subsequent amendment.

Section 2. Right to Construct or Remove Improvements. The Declarant shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Subdivision, including, without limitation, the Common Areas, at any time and from time to time for the improvement and enhancement of the Subdivision. The Declarant may impose a special charge on Owners in order to pay for the cost of such improvements. On or before the Conversion Date, the Declarant shall convey or transfer those improvements made the subject of a special charge to the Association, and the Association shall be obligated to accept title to, care for and maintain same.

Section 3. Right to Use Common Area. The Declarant shall have and hereby reserves the right to reasonable use of the Common Areas and of services offered by the Association in connection with the promotion and marketing of land within the Subdivision. Without limiting the generality of the foregoing, the Declarant may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as the Declarant may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Subdivision; may use vehicles and equipment within the Common Area for developmental or promotional purposes; and may permit prospective purchasers of property within the boundaries of the Subdivision who are not Owners or Members of the Association, to use the Common Area at reasonable times and in reasonable numbers.

Section 4. Right to Complete the Subdivision. No provision of this Declaration shall be construed to prevent or limit the Declarant's right (or require the Declarant to obtain any approval) to (i) complete development of the real (immovable) property within the boundaries of the Subdivision; (ii) add property to the original confines of the Subdivision; (iii) plat or replat any Unit or portion of a Unit within the Subdivision; (iv) construct, alter, demolish or replace any improvement on any real (immovable) property owned by the Declarant within the Subdivision, including, but not limited to gated access to all or any portion of the Subdivision; (v) maintain model homes, storage areas, offices for construction, initial sales, resales or leasing purposes or similar facilities on any property owned by the Declarant or owned by the Association; (vi) post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the Subdivision; or (vii) excavate, cut, fill or grade any property owned by the Declarant. Nothing in this Article shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.



Section 5. Right to Grant and Create Easements and Servitudes. The Declarant shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements for access, utilities, pipelines, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by the Declarant, (ii) the Common Area, and (iii) existing utility easements. The Declarant also reserves the right, without the consent of any other Owner or of the Association, to (i) grant or create temporary or permanent easements for access, utilities, pipelines, cable television systems, communication and security systems, drainage, water and other purposes over and across the street and roads within the Subdivision and existing utility easements within the Subdivision, and to and from the Subdivision for the benefit of owners of any other property, regardless of whether the beneficiary of such easements owns property which is now or hereafter made a part of the Subdivision.

Section 6. Right to Convey Property to the Association. The Declarant shall have and hereby reserves the right, but shall not be obligated to, convey real (immovable) property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association, and the Association shall be bound and obligated to accept and maintain the same.

## ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant or any Owner shall have the right to enforce, by any remedy available for the purpose, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed under the provisions of this Declaration. Failure by the Association, Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither the Association nor any of its Members, nor the Declarant, nor their respective officers, directors, shareholders, employees, agents or insurers shall ever be liable for any loss, cost, damage, expense or injury arising out of or in any way related to the performance or nonperformance of the duties of the Declarant or Architectural Control Committee, except as to matters as to which they shall be finally adjudged in a legal action, suit or proceeding to be liable for gross negligence or willful misconduct.

In addition to the remedies set forth above in this Article VII, Section 1, in the event of a violation of this Declaration by an Owner or Builder, the Declarant or Association will notify the Owner or Builder of a date the Declarant or Association will meet at which the matter will be discussed. After giving an opportunity for the Owner or Builder a brief opportunity to be heard, the Declarant or Association may take any of the following actions. The Declarant or Association has the right and sole discretion to assess fines against the Owner or Builder up to a maximum amount of \$1,000.00 per incident and may restrict the Owner or Builder's use of the Common Areas for up to sixty (60) days or until the violation is remedied, whichever is longer. In the event that the payment of any fine provided for under this Declaration is delinquent more than 60 days, the Declarant or Association may suspend the voting rights of the delinquent Owner or Builder 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 section is not to punish but to resolve problems. The Declarant or 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 Lot as an assessment and shall be the personal obligation of any applicable Owner or Builder. Any fines collected shall be contributed to the general fund of the Association. All costs and attorney's fees of the Declarant or Association related to any action taken in connection with this subsection, whether or not suit is brought, may be assessed and collected from any Owner or Builder against whom such action was taken. All Owners or Builders who accept a deed of property within the Subdivision are deemed to specifically consent to this section.

Section 2. Severability. In the event any terms or provisions of this Declaration shall be determined to be void, invalid, over broad or unenforceable for any reason, such defective terms or provisions shall not invalidate or affect the remaining terms and provisions of this Declaration, and the court or other judicial or administrative body seeking to interpret or enforce this Declaration shall ignore the defective terms and provisions and enforce all remaining terms and provisions hereof in accordance with their terms, which remaining terms and provisions shall remain in full force and effect.

Section 3. Term and Application. The covenants and restrictions of this Declaration shall run with and bind the Subdivision and the land identified herein, and the land identified in any supplements to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of Caddo Parish, Louisiana, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless no less than 75% of the then Owners of the Lots shall execute and record an instrument terminating this Declaration and any supplements or amendments thereto.

Section 4. Amendment. To the fullest extent permitted by applicable law, the terms, provisions, covenants, conditions, servitudes and restrictions of this Declaration may be amended (which amendments may establish additional terms, provisions, covenants, conditions, servitudes and restrictions affecting the Lots, the Properties and the Owners), to be more or less onerous or restrictive by an act or instrument signed by the Owners, including Declarant, owning in the aggregate more than sixty percent (60%) of the Lots in the Subdivision. Any properly adopted amendment shall be effective and shall become a charge on the Lots, the Properties and the Subdivision and affect all current and subsequent Owners at such time as the amendment is recorded in the Conveyance Records of Caddo Parish, Louisiana. As provided in La. R.S. 9:1141.6 C., except for covenants or restrictions relating to assessments or Common Areas, no new or more onerous building restriction or covenant shall impose a duty on the then current Owner to act affirmatively or remove or renovate any existing structure. All new or replacement structures, however, shall be subject to the new or more onerous building restrictions. Furthermore, all subsequent Owners shall be subject to any such duty imposed to act affirmatively in accordance with the terms of a properly adopted and recorded amendment. Notwithstanding any of the language in this Declaration to the contrary, until the Conversion Date, Declarant acting alone without the approval of any Owner or Builder reserves the absolute and unconditional right to amend or supplement the terms, provisions, covenants, conditions, servitudes and restrictions of this Declaration, and any supplements or amendments thereto, and to establish additional terms, provisions, covenants, servitudes and restrictions affecting the Lots, the Properties, the Subdivision and the Owners, all of which shall be binding on any Owner or Builder regardless of when such amendment or supplement is executed and placed of public record.



Section 5. Association's and Declarant 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 Declarant in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed and collected from any Owner or Builder against whom such action was taken. All Owners or Builders who accept a deed of property within the Subdivision are deemed to specifically consent to this section.

Section 6. Liability. By the act of purchasing any Lot in the Subdivision, said purchaser does hereby release Declarant and agrees to hold said Declarant harmless from any liability from injury or damage to any person or property resulting from their ownership or use of said Lot or any other areas within the Subdivision.

Section 7. Additional Remedies. All remedies listed in Articles V, VI and VII hereof are non-exclusive and may be applied cumulatively. The Declarant or 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 or Builder agreeing by its acceptance of a deed of property in the Subdivision that violation hereof will provide the Declarant or Association with no adequate remedy at law in the absence of injunctive relief, or to seek damages.

*[Signature on following page]*



THUS DONE AND PASSED in the presence of me, Notary, and the undersigned competent witness, in the aforesaid Parish and State, on this 20th day of March, 2019.

WITNESSES:

PROVENANCE DEVELOPMENT COMPANY, L.L.C.

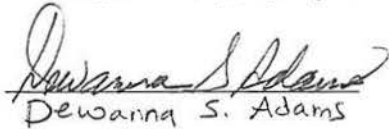
By: Provenance Operating Company, L.L.C.,  
Manager

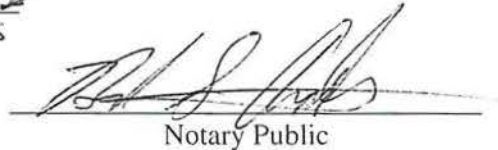
  
Sheryl Culpepper

BY:



David M. Alexander, Manager

  
Dewanna S. Adams

  
Notary Public

BRADLEY S. ARMSTRONG, Notary Public  
NOTARY ID # 60484  
CADD PARISH, LOUISIANA  
MY COMMISSION IS FOR LIFE

STATE OF LOUISIANA  
PARISH OF CADD

I hereby certify this to be a full and true copy of an original instrument filed in my office on the date and hour and under the Registry Number stamped hereon to be

Conveyance \_\_\_\_\_  
recorded in the Mortgage \_\_\_\_\_  
UCC \_\_\_\_\_ } Records.

Given under my hand and seal of office on said date of filing.  
  
DEPUTY CLERK & EX-OFFICIO RECORDER