

FILED AND RECORDED
BOSSIER-PARISH, LA.

STATE OF LOUISIANA
PARISH OF CADDO

JUL 12 3 03 PM '78
W. M. MABRY
EX OFFICIO
RECORDER

PROTECTIVE COVENANTS
DOGWOOD PARK SUBDIVISION
UNIT TEN (10)

Before me the undersigned authority, a Notary Public came and appeared:

LO-BAR DEVELOPMENT CO., INC. represented herein by JAMES A. BARLOW, President,

who being duly sworn declared:

THAT LO-BAR DEVELOPMENT CO., INC. is the owner of DOGWOOD PARK SUBDIVISION UNIT TEN (10), as per plat recorded in Conveyance Book 583 page 94, records of Bossier Parish, La., and

THAT from this date the lands lying within said subdivision shall be held, owned and conveyed subject to the following Covenants, Restrictions and Reservations:

I. LAND USE AND BUILDING TYPE

No tract therein shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any tract therein other than one detached permanent type single-family dwelling not to exceed two stories in height. Every dwelling shall have a carport or enclosed garage to accomodate not less than two (2) standard sized automobiles, simultaneously.

Where public sanitary sewer system services are available no residence shall be connected to any other sanitary sewage disposal facility.

II. DWELLING SIZE

The FLOOR AREA of the main structure, exclusive of all exterior storage (whether attached or detached), open porches and garages, shall not be less than 1800 sq. ft.

III. BUILDING LOCATION

No building shall be located, erected or altered on any lot nearer that 30 ft. distance from the front street line, nor nearer than 5' distance from any interior building site line.

IV. LOT WIDTH

No dwelling shall be erected or placed on any tract having a width of less that 80 ft. at the front street minimum building setback line.

V. FENCES

Any fence erected on any Lot shall be of cedar-wood, redwood and/or metal "cyclone" type construction.

No fence shall be erected of "barbed" wire, "hog" wire or similar type mesh.

No fence shall be of less that Four (4) feet in height from the ground level.

No fence shall be constructed or allowed to remain nearer a side street than the appropriate minimum building setback line or lines and as to the front street, no fence shall be constructed or allowed to remain forward of the front foundation line of the residence.

VI. VEHICLES:

No truck with tonnage in excess of 3/4 tons shall be parked on the streets, driveways or lots, overnight; and no vehicle of any size which normally transports inflammable or explosive cargo may be kept in this subdivision at any time.

VII. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

VIII. TEMPORARY STRUCTURES:

No structure of any temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

IX. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot in area advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

X. EASEMENTS:

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

XI. OIL AND MINING OPERATIONS:

No oil drilling, 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 upon any lot.

XII. 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 purposes.

XIII. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

XIV. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines or elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

XV. RE-LOCATION OF BUILDINGS

Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing buildings on to a tract and remodeling or converting same into a dwelling unit in this subdivision.

XVI. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

XVII. FIREARMS

Discharge or firing of any air rifles, pellet guns or firearms of any type within the Subdivision is prohibited, except in defense of property or persons.

XVIII. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either or testrian violation or to recover damages.

XIX. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND SIGNED in the presence of the undersigned witnesses and me, Notary, on this the 29th day of June 1978.

WITNESSES:

Virginia Murphy

Maria C. Stewart

LO-BAR DEVELOPMENT COMPANY, INC.

By

James A. Barlow

James A. Barlow, President

Charles Cook

NOTARY PUBLIC