

FILED AND RECORDED  
BOSSIER PARISH, LA 333078

STATE OF LOUISIANA  
PARISH OF BOSSIER

Mar 14 11 29 AM '88  
*William J. Barlow*  
RECORDER

PROTECTIVE COVENANTS  
DOGWOOD PARK SUBDIVISION  
UNIT TWELVE (12)

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 TWELVE (12), as per plat  
recorded in Conveyance Book 583 pages 172, 173 and 174, 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 ex-  
ceed two stories in height. Every dwelling shall have a  
carport or enclosed garage to accommodate 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, ex-  
clusive of all exterior storage (whether attached or detached),  
open porches and garages, shall not be less than 1900 sq. ft.  
except, Lots eight (8) and nine (9) which shall have a minimum  
of 2100 square feet and lots one through seven inclusive, which  
shall have a minimum of 2200 square feet.

LO-BAR DEVELOPMENT CO., INC. reserves the right to resubdivide  
lots one through five inclusive at its option. The minimum  
square feet of any residence thereon shall be 2200 square feet.

III. BUILDING LOCATION

No building shall be located, erected or altered  
on any lot nearer than 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 than 80 ft. at the front street  
minimum building setback line.

V. FENCES

Any fence erected on any lot shall be a 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 than 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 set-back 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 building 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 defence 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 to restrain 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 14<sup>th</sup> day of March, 1980.

WITNESSES:

*Ernie McKean*  
*Betty Salzer*

I.O-BAR DEVELOPMENT COMPANY, INC.

By: *James A. Barlow*  
James A. Barlow, President

*J. A. Barlow*  
NOTARY PUBLIC



FILED AND RECORDED  
APR 10 12 27 PM '80

ADMEMENT  
BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS  
DOGWOOD PARK SUBDIVISION UNIT NO. 12  
BOSSIER PARISH, LOUISIANA

*W. J. Thomas, Jr.*  
CLERK EX-OFFICIO  
RECORDER

STATE OF LOUISIANA

PARISH OF BOSSIER

BEFORE ME, the undersigned authority, in and for said Parish and State, appeared:

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

Who declared:

That there has been filed for record in Bossier Parish, Louisiana, the Dogwood Park Subdivision Unit #12, as is shown by plat thereof recorded on May 11, 1979 in Book 583, pages 172,173,174 of the Conveyance Records of Bossier Parish, Louisiana, and that they have caused to be recorded under Register Number 339078 Building Restrictions and Protective Covenants affecting said subdivision, and by this Act, they do hereby amend Article Three of the aforesaid covenants to read as follows:

No building shall be erected or altered on Lots 11, 17, 21,23,31,34,45 nearer than twenty feet to the side street setback line. All lots fronting Dogwood Trail shall have a forty-five foot front setback line except lots 21 and 42 which shall have a thirty foot setback line. All other lots shall have a thirty foot front building setback line. No garage shall front any street except lot 38, Lo-Bar Development Company, Inc., shall have the privilege and option of waiving this restriction.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses and me, Notary, on this the 1st day of April, 1980.

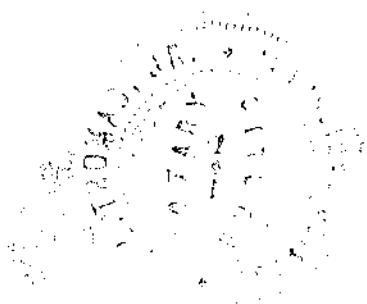
LO-BAR DEVELOPMENT CO., INC.

ATTEST:

*Donna Hutton*  
\_\_\_\_\_  
*Betty Selzer*  
\_\_\_\_\_

By: *James A. Barlow*  
\_\_\_\_\_  
James A. Barlow, President

*J.L. Thomas, Jr.*  
\_\_\_\_\_  
J.L. Thomas, Jr. Notary



BE IT KNOWN:  
PARISH OF BOSSIER

AMENDMENT OF PROTECTIVE  
COVENANTS, DOGWOOD PARK  
SUBDIVISION, UNIT TWELVE (12)

FEB 3 1 40 PM '83

BEFORE ME, the undersigned authority, a Notary Public came and appeared:

*W. M. ...*

LO-BAR DEVELOPMENT CO., INC. REPRESENTED  
herein by JAMES A. BARLOW, PRESIDENT,

ALBERT EARL LYONS and GERALDINE ELLICE FEGAN LYONS,  
husband and wife,

do hereby declare:

That we constitute the owners in the entirety of:

DOGWOOD PARK SUBDIVISION, UNIT TWELVE (12), as per  
plat recorded in conveyance Book 583, pages 172,  
173 and 174 of the records of Bossier Parish,  
Louisiana; and,

that:

Article 11. of the Protective Covenants affecting  
DOGWOOD PARK SUBDIVISION, UNIT TWELVE (12), as above  
described, which covenants are recorded in the Con-  
veyance Records of Bossier Parish, Louisiana, in  
Book No. 654, Page 316, under Registry Number 339078

Is hereby amended to read as follows:

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.  
except, lots eight (8) and nine (9) which shall have a  
minimum of 2100 square feet and lots one through seven  
inclusive, which shall have a minimum of 2200 square feet.

IN WITNESS WHEREOF we set our hands below on this the

1<sup>st</sup> day of ~~January~~ <sup>February</sup>, 1983.

WITNESSES

Rita L Scott

LO BAR DEVELOPMENT CO., INC.

By: James A. Barlow  
James A. Barlow, President

James T. Coleman

Albert Earl Lyons  
Albert Earl Lyons

Geraldine Ellice Fegan Lyons  
Geraldine Ellice Fegan Lyons

BEFORE ME, Notary Public, personally came and appeared

Rita L Scott and James T. Coleman

who after being duly sworn did declare that they witnessed the signature  
of LO-BAR DEVELOPEMENT CO., INC. by James A. Barlow, President, and  
Albert Earl Lyons and Geraldine Ellice Fegan Lyons, husband and wife.

Rita L Scott  
James T. Coleman

SWORN TO AND SUBSCRIBED before me, Notary, on this the 2<sup>nd</sup>  
day of February, 1983.

702

NOTARY PUBLIC

492163  
RECORDED  
FILED

APR 7 1981  
*Wilma Mabry*  
CLERK OF COURSE OFFICIO  
RECORDER

STATE OF LOUISIANA

PARISH OF BOSSIER

WAIVER OF BUILDING RESTRICTION  
(Lot 34, Dogwood Park Subdivision, Unit No. 12  
Bossier Parish, Louisiana)

BEFORE ME, the undersigned authority in and for said Parish and State appeared:

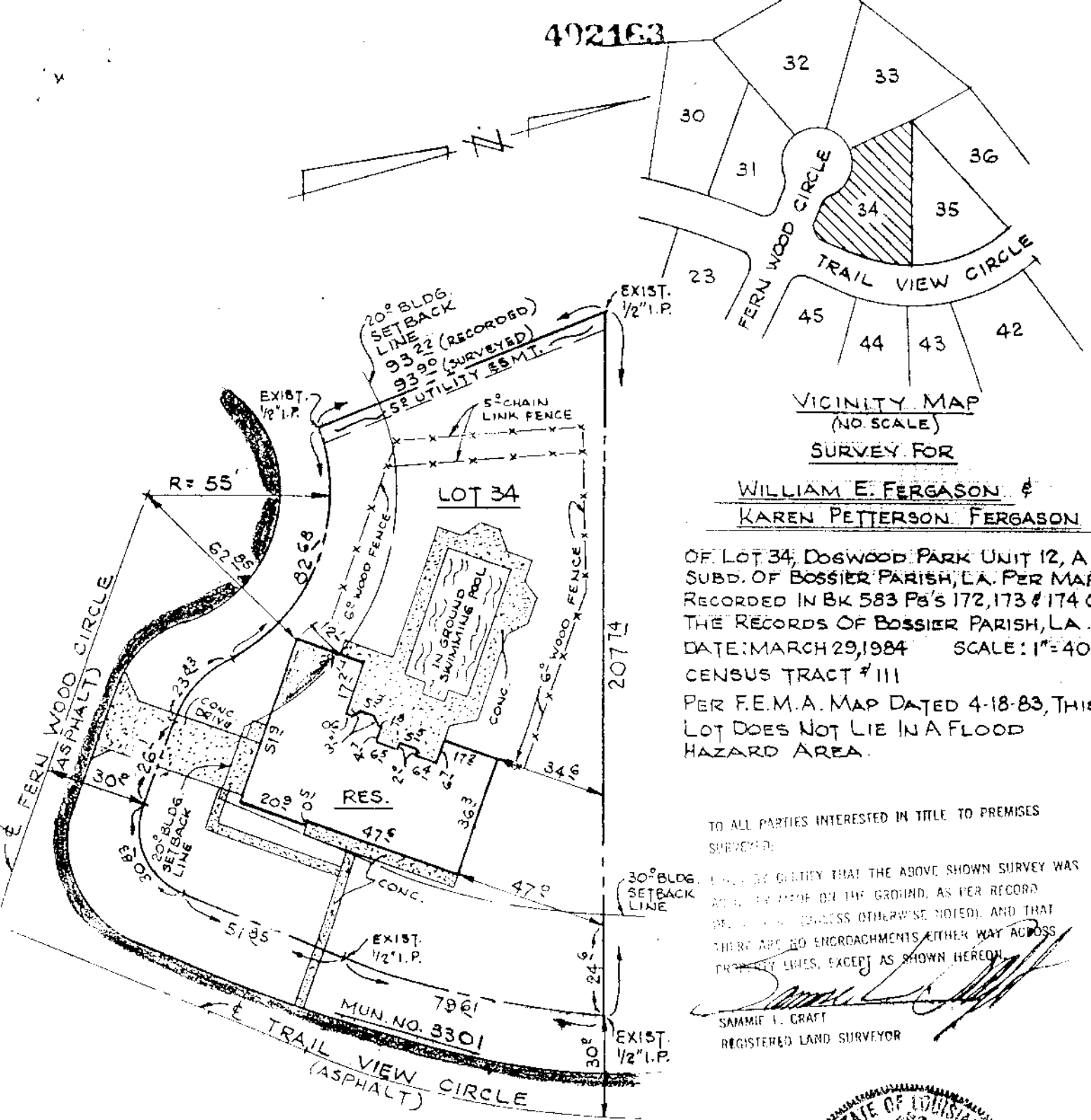
LO-BAR DEVELOPMENT COMPANY, INC., represented herein by James A. Barlow, President, duly authorized by resolution of its Board of Directors recorded in the Records of Bossier Parish, Louisiana,

who declared:

That there is filed in the records of Bossier Parish, Louisiana, a plat of subdivision of Dogwood Park Subdivision, Unit No. 12, as shown by plat recorded May 11, 1979 in Conveyance Book 583, Pages 172, 173 and 174 of the Records of Bossier Parish, Louisiana, and that there is further recorded under Register Number 339,078, Records of said Parish, certain building restrictions and protective covenants affecting said subdivision, which building restrictions and protective covenants have been amended by Act of Amendment recorded under Register Number 340,618 of the Records of said Parish, which amendment deals with Article 3 of the aforesaid building restrictions and protective covenants.

That there has been constructed on Lot 34 of said subdivision a residence which violates the 20 foot side setback requirement as provided for in the amendment to said building restrictions and protective covenants, said violation being shown in red on the attached plat.

That pursuant to the terms of Paragraph 3 of the said Amended Building Restrictions and Protective Covenants, appearer does hereby exercise its privilege and option of waiving the provisions of Paragraph 3 of the amended building restrictions and protective covenants only insofar as to provide that the portion of the residence situated on Lot 34 of said subdivision as shown in red on the attached plat shall not be considered in violation of the aforementioned Amended Building Restrictions and Protective Covenants.



VICINITY MAP  
(NO. SCALE)  
SURVEY FOR

WILLIAM E. FERGASON &  
KAREN PETERSON FERGASON

OF LOT 34, DOSWOOD PARK UNIT 12, A  
SUBD. OF BOSSIER PARISH, LA. PER MAP  
RECORDED IN BK 583 Pgs 172, 173 & 174 OF  
THE RECORDS OF BOSSIER PARISH, LA.  
DATE: MARCH 29, 1984 SCALE: 1"=40'  
CENSUS TRACT # 111  
PER F.E.M.A. MAP DATED 4-18-83, THIS  
LOT DOES NOT LIE IN A FLOOD  
HAZARD AREA.

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES  
SURVEYED:

I HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY WAS  
MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND  
WAS MADE ON THE GROUND, AS PER RECORD  
DETAILED HEREON (OTHERWISE NOTED), AND THAT  
THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS  
PROPERTY LINES, EXCEPT AS SHOWN HEREON.

*Sammie L. Craft*  
SAMMIE L. CRAFT  
REGISTERED LAND SURVEYOR



STATE OF LOUISIANA  
RECORDS AND DEEDS  
BOSSIER PARISH  
MAY 15 1984

402163

THUS DONE AND PASSED in my office in Bossier Parish, Louisiana, before me, Notary, and in the presence of the undersigned witnesses, on this the 30th day of March, 1984.

WITNESSES:

Mary G. Owen  
[Signature]

LO-BAR DEVELOPMENT COMPANY, INC

BY: James A. Barlow  
James A. Barlow / President  
[Signature]  
NOTARY PUBLIC



402163

ADMEMENT  
 BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS  
 DOGWOOD PARK SUBDIVISION UNIT NO. 12  
 BOSSIER PARISH, LOUISIANA

STATE OF LOUISIANA

PARISH OF BOSSIER

BEFORE ME, the undersigned authority, in and for said Parish and State, appeared:

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

Who declared:

That there has been filed for record in Bossier Parish, Louisiana, the Dogwood Park Subdivision Unit #12, as is shown by plat thereof recorded on May 11, 1979 in Book 583, pages 172,173,174 of the Conveyance Records of Bossier Parish, Louisiana, and that they have caused to be recorded under Register Number 339078 Building Restrictions and Protective Covenants affecting said subdivision, and by this Act, they do hereby amend Article Three of the aforesaid covenants to read as follows:

No building shall be erected or altered on Lots 11, 17, 21, 23, 31, 34, 45 nearer than twenty feet to the side street setback line. All lots fronting Dogwood Trail shall have a forty-five foot front setback line except lots 21 and 42 which shall have a thirty foot setback line. All other lots shall have a thirty foot front building setback line. No garage shall front any street except lot 38. Lo-Bar Development Company, Inc., shall have the privilege and option of waiving this restriction.

THIS DONE AND SIGNED in the presence of the undersigned competent witnesses and me, Notary, on this the 1st day of April, 1980.

LO-BAR DEVELOPMENT CO., INC.

ATTEST:

By:

James A. Barlow, President

J. L. Thomas, Jr. Notary

492163

STATE OF LOUISIANA  
PARISH OF BOSSIER

PROTECTIVE COVENANTS  
DOGWOOD PARK SUBDIVISION  
UNIT TWELVE (12)

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 TWELVE (12), as per plat  
recorded in Conveyance Book 583 pages 172, 173 and 174, 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 ex-  
ceed 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, ex-  
clusive of all exterior storage (whether attached or detached),  
open porches and garages, shall not be less than 1900 sq. ft.  
except, Lots eight (8) and nine (9) which shall have a minimum  
of 2100 square feet and lots one through seven inclusive, which  
shall have a minimum of 2200 square feet.

LO-BAR DEVELOPMENT CO., INC. reserves the right to resubdivide  
lots one through five inclusive at its option. The minimum  
square feet of any residence thereon shall be 2200 square feet.

III. BUILDING LOCATION

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

IV. LOT WIDTH

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

V. FENCES

Any fence erected on any lot shall be a 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 than 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 set-back 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 looking 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 is the moving of any existing building 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 defence 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 to restrain 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.

THIS DONE AND SIGNED in the presence of the undersigned witnesses and me, Notary, on this the \_\_\_\_\_ day of \_\_\_\_\_, 1980.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

LO-BAR DEVELOPMENT COMPANY, INC.

By: \_\_\_\_\_  
James A. Barlow, Vice President

NOTARY PUBLIC

STATE OF LOUISIANA  
Parish of Bossier

FILED AND RECORDED  
BOSSIER PARISH, LA.

WITNESSED  
JAN 23 11 04 AM '86  
Hobby

CLERK & EX-OFFICIO  
RECORDER

WAIVER OF BUILDING RESTRICTIONS

(Lot 45, Dogwood Park Subdivision, Unit #12,  
Bossier Parish, Louisiana)

BEFORE ME, the undersigned authority, a Notary Public duly qualified and commissioned in and for the Parish of Bossier, State of Louisiana, and therein residing, and in the presence of the undersigned competent witnesses, personally came and appeared:

LO-BAR DEVELOPMENT COMPANY, INC., a Louisiana corporation domiciled in Bossier Parish, Louisiana, whose mailing address is 800 Ferndale Blvd., Haughton, Louisiana 71037, herein represented by DON R. LOGAN, its President, duly authorized by resolution filed under Registry Number 427087 of the Records of Bossier Parish, Louisiana,

who after being duly sworn, declared:

That there is filed in the Records of Bossier Parish, Louisiana, a plat of the subdivision of Dogwood Park Subdivision, Unit #12, as shown by plat recorded on May 11, 1979, in Conveyance Book 583 at Pages 172, 173 and 174 of the Records of Bossier Parish, Louisiana, and that there is further recorded under Registry Number 339078 of the Records of said Parish, certain building restrictions and protective covenants affecting said subdivision, which building restrictions and protective covenants have been amended by Act of Amendment recorded under Registry Number 340618 of the Records of said Parish, which amendment deals with Article 3. of the aforesaid building restrictions and protective covenants.

That pursuant to the terms of Paragraph 3. of the Amended Restrictions and Protective Covenants as amended by the referenced Act of Amendment, Appearer does hereby exercise its privilege and option of waiving the provisions of Paragraph 3. of the Amended Building Restrictions and Protective Covenants only insofar as to provide that any carport or enclosed garage constructed on Lot 45 shall not face any front street but may face any side street. The front door entrance shall not be placed on the same house side as the garage door entrance. All other provisions of Paragraph 3. of said Building Restrictions and Protective Covenants as amended which are not in conflict herewith shall remain in full force and effect.

THUS DONE AND PASSED in my office in Bossier Parish, Louisiana, before me, Notary, and in the presence of the undersigned competent witnesses, on this the 21st day of January, 1986.

WITNESSES:

LO-BAR DEVELOPMENT CO., INC.

Opiece N. Hennibsen  
Betty Saigo

BY: Don R. Logan  
DON R. LOGAN, President  
Dewey E. Burchett, Jr.  
Notary Public

**DEWEY E. BURCHETT, JR.**  
NOTARY PUBLIC, Bossier Parish, La.  
My Commission is For Life