

FILED AND RECORDED  
BOSSIER PARISH, LA.STATE OF LOUISIANA  
PARISH OF CADDO

PROTECTIVE COVENANTS  
 DOGWOOD PARK SUBDIVISION  
 UNIT FIVE (5)

Mar 12 9 44 AM '76  
 Wilma Mabry  
 CLERK OF THE OFFICE  
 RECORDED

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

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

who being duly sworn did declare:

LO-BAR DEVELOPMENT CO., INC. is the owner of DOGWOOD PARK SUBDIVISION UNIT FIVE (5), as per plat recorded in Conveyance Book 450 pages Records of Bossier Parish, Louisiana, 664 and 665

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 accommodate not less than two (2) 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 FOURTEEN HUNDRED (1400) square feet.

III.

BUILDING LOCATION:

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

IV.

LOT WIDTH:

No dwelling shall be erected or placed on any tract having a width of less than 70 feet at the front street minimum building setback line.

V.

FENCES:

Any fence erected on any lot shall be of cedarwood, redwood and/or of 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 five (5) 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 ton shall be parked on the streets, driveways or lots, overnight; and no vehicle of any size which normally transports inflammatory 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 a 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 shall not be kept except in sanitary containers. 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. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## 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.

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 competent witnesses and me, Notary, on this the 12<sup>th</sup> day of March, 1976.

WITNESSES:

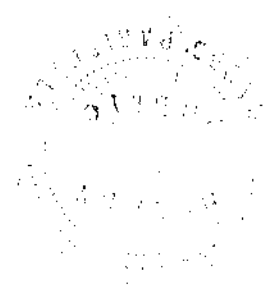
*Alice Harvey*  
Alice Harvey

*Marie C. Cowart*  
Marie C. Cowart

LO-BAR DEVELOPMENT CO., INC.

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

*Charles E. [Signature]*  
NOTARY PUBLIC





This act may be executed in counterparts.

IN WITNESS WHEREOF we set our hands below on this  
23rd day of September, 1976.

LO-BAR DEVELOPMENT CO., INC.

WITNESS:

*George W. Birtman*  
*John C. Lu*

By *James A. Barlow*  
James A. Barlow

*Robert Newcomb Birtman*  
Robert Newcomb Birtman

*Alice A. Roy*

Huey Childs, Builder, Inc.

By *Huey Childs* President  
*Walter F. Long*  
*Mark T. Long*  
Brudon, Inc.

By *Ann R. Long*, President  
Lin-Bar, Inc.

By *James A. Barlow* President  
*Thomas H. Whitaker*  
*Tom Whitaker*  
Thomas H. Whitaker

*Randall D. Vickrey*

*Wayne Falloway*

*Paul Pollock*

*Susan Reeves*  
*Billy M. Elder*  
*Cindy Steen*

*Randall C. Briggs*

*[Signature]*

WITNESS:

*John C. Lee, Jr.*  
*John C. Lee, Jr.*

*John Brown*  
\_\_\_\_\_

*Allen A. Puchner*  
\_\_\_\_\_

James M. Brown Builder, Inc.

By *James Douglas Brown*  
\_\_\_\_\_ Vice President

*Charles E. Rogers*  
\_\_\_\_\_

*Aaron Hemphill*  
\_\_\_\_\_

WITNESS:

STATE OF LOUISIANA

PARISH OF CADDO

Before me, the undersigned authority, this day personally appeared JOHN C. LEE, JR. to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness and that he knows the parties above named who subscribed the foregoing Amendment of Protective Covenants as the Grantors named in said instrument, to be the identical persons described therein, and who executed the same, and saw them sign the same as their voluntay act and deed, and that he, the said JOHN C. LEE, JR. subscribed his name to the same at the same time as an attesting witness.

Sworn to and Subscribed before me, this 27<sup>th</sup> day of September, 1976.

JOHN C. LEE, JR.  
*John C. Lee, Jr.*

*D. Womack*  
Notary Public in  
and for Caddo Parish, La.

NOTARY PUBLIC  
MY COMMISSION EXPIRES  
SEPTEMBER 15, 1977

RECORDED  
 OCT 5 3 44 PM '76

STATE OF LOUISIANA  
 PARISH OF BOSSIER

AMENDMENT OF PROTECTIVE  
 COVENANTS, DOGWOOD PARK  
 SUBDIVISION, UNIT FIVE (5)

This day before me the undersigned authority came and appeared:

LO-BAR DEVELOPMENT COMPANY, INC, represented herein by James A. Barlow, President, and

the other undersigned parties who being duly sworn declared:

That they are and constitute all owners of record of Lots located in Dogwood Park Subdivision Unit Five (5) as per plat recorded in Conveyance Book 450, pages 664 - 65, records of Bossier Parish, Louisiana.

That from this date all Lots lying within the said Subdivision shall continue to be held, owned and conveyed subject to the Covenants, Restrictions and Reservations recorded in that certain Act of date March 12, 1976 and recorded in the Conveyance Records of Bossier Parish on March 12, 1976 under Registry No. 284135, EXCEPT

That from this day forward Article I of said Protective Covenants shall be and read as follows:

LAND 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) automobiles simultaneously, except Lot 29, which said Lot may have an enclosed garage accomodating a single automobile.

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



This act may be executed in counterparts.

IN WITNESS WHEREOF we set our hands below on this

23rd day of September, 1976.

LO-BAR DEVELOPMENT CO., INC.

WITNESS:

*Robert Newcomb Birtman*  
*John C. Lee*

BY *James A. Barlow*  
James A. Barlow

*Robert Newcomb Birtman*  
Robert Newcomb Birtman

*Alice A. Roy*  
Huey Childs, Builder, Inc.

BY *Huey Childs* President  
*Wynne F. Long*  
*Mark T. Long*  
Brudon, Inc.

BY *Ann P. Long* President  
Lin-Bar, Inc.

BY *James A. Barlow* President  
*Thomas H. Whitaker*  
*Tom Whitaker*  
Thomas H. Whitaker

*Randall D. Vickberg*

*Wayne Farrow*

*Paul Pollock*

*Susan Reeves*

*Billy M. Ecker*

*Cindy Ecker*

*Randall A. Briggs*

*James A. Barlow*

WITNESS:

*John C. Lee, Jr.*  
*John C. Lee, Jr.*

*John Brown*

*Allen A. Judeme*  
James M. Brown Builder, Inc.

BY *James Douglas Brown*  
Vice President

*Charles E. Rogers*

*Aaron D. Hemphill*  
Aaron Hemphill

WITNESS:

*Rodney T. Vose*  
*Missy Seibert*  
*Pat Orosow*

*Robert L. Ellis*  
*Lynola M. Ellis*

STATE OF LOUISIANA

PARISH OF CADDO

Before me, the undersigned authority, this day personally appeared JOHN C. LEE, JR. to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness and that he knows the parties above named who subscribed the foregoing Amendment of Protective Covenants as the Grantors named in said instrument, to be the identical persons described therein, and who executed the same, and saw them sign the same as their voluntay act and deed, and that he, the said JOHN C. LEE, JR. subscribed his name to the same at the same time as an attesting witness.

Sworn to and Subscribed before me, this 27th day of September, 1976.

JOHN C. LEE, JR.  
*John C. Lee, Jr.*

*C. E. Womack*  
Notary Public in and for Caddo Parish, La.

C. E. WOMACK  
Notary Public  
Caddo Parish, Louisiana  
My COMMISSION IS PERMANENT

STATE OF OHIO

COUNTY OF RICHLAND

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT L. ELLIS, known to me to be the person whose name he subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2<sup>nd</sup> day of October, A. D., 1976.

*Rodney J. Vose*

Notary Public in and for Richland County,  
Ohio

RODNEY J. VOSE, Notary Public  
My Commission Expires April 22, 1980  
CRAWFORD COUNTY, RICHLAND COUNTY

STATE OF LOUISIANA

PARISH OF CADDO

*Wilma Mabry*

THIS DAY came and appeared:

LO BAR DEVELOPMENT COMPANY, INC. by James A. Barlow, President, who being duly sworn declared:

There is hereby dedicated to the public use an easement for utilities affecting the following described lands lying within Dogwood Park Unit No. 5, as per plat recorded in Conveyance Book 450, pages 664 and 665 in the records of Bossier Parish, Louisiana:

A tract of land 10 ft. in width lying 5 ft. on each side of the common boundary between Lots 21 and 22; and a tract of land 10 ft. in width lying 5 ft. on each side of the common boundary between Lots 28 and 29.

LO BAR DEVELOPMENT CO.

WITNESSES:

*Marie C. Cowart*  
Marie C. Cowart

*Alice Harvey*  
Alice Harvey

By

*James A. Barlow*  
James A. Barlow, President

SWORN TO AND SUBSCRIBED before me in the presence of the attesting witnesses this 7th day of April, 1976.

*Charles E. Joffe*  
Notary Public