

SWORN TO AND SUBSCRIBED before me this 31 day of October, A. D., 1960.

DOUGLAS SCOTT FRELICK  
NOTARY PUBLIC, State of New York  
Suffolk County No. 52-6401125  
Term expires March 30, 1962  
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF BOSSIER

Before me, the undersigned Notary Public, this day personally appeared Kitty S. Richardson, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by JACOB D. MURFF (purchaser herein), in her presence and in the presence of the other subscribing witness.

Signed- Kitty S. Richardson  
Kitty S. Richardson

SWORN TO AND SUBSCRIBED before me this 12th day of December, A, D. 1960.

Signed- Walter O. Bigby  
NOTARY PUBLIC  
Walter O. Bigby  
(SEAL)

ENDORSED: FILED FOR RECORD  
BOSSIER PARISH  
LOUISIANA

DEC 13 8:44 AM 1960

Signed-Alma G. Broussard  
Clerk & Ex-Officio Recorder

RECORDED: The 13th day of December, A.D., 1960

*Alma G. Broussard*

Clerk and Ex-Officio Recorder

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SOUTHERN GARDENS SUBDIVISION, UNIT #2 ) REGISTER NO. 144,279  
TO ) BUILDING RESTRICTIONS  
THE PUBLIC )

BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

SOUTHERN GARDENS SUBDIVISION, UNIT NO. 2

BOSSIER PARISH, LOUISIANA

AS PER PLAT RECORDED IN BOOK \_\_, PAGE \_\_

STATE OF LOUISIANA

PARISH OF BOSSIER

BEFORE ME, the undersigned authority, Notary Public in and for said Parish and State, appeared SOUTHERN GARDENS BUILDERS, INC., a Louisiana corporation authorized to do business in the State of Louisiana, represented herein by O. P. CROW, President, Who declares: That it has filed for record in Bossier Parish, Louisiana, the SOUTHERN GARDENS SUBDIVISION, UNIT NO. 2, as is shown by plat thereof recorded in Book 275, page 446 & 447 of the Conveyance Records of Bossier Parish, Louisiana, and is the sole owner of the entire tract covered thereby.

Appearer further declares that from this day forward the land shown on the plat referred to above is held and shall be owned, held and conveyed subject to the

following reservations, restrictions and covenants:

A. RESIDENTIAL AREA COVENANTS

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes except Lots 7 and 84 which shall be used for waterworks and sewerage lift station and other sewerage facilities. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height, except on said Lots 7 and 84.

A-2. DWELLING SIZE. The floor area of the main structure exclusive of open porches and garages, shall be not less than 750 square feet.

A-3. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the street line, except Lots 8, 20, 21 and 24, wherein no building shall be located nearer than 20 feet to the street line. No building shall be located nearer than 5 feet to an interior lot line.

A-4. LOT WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line.

A-5. FENCES. No fence shall be constructed or allowed to remain nearer the street than any minimum building setback line, or lines.

A-6. TRANSPORT VEHICLES. Trucks with tonnage in excess of 1½ tons shall not be permitted to park on the streets, driveways, or lots over night, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

A-7. 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.

A-8. 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.

A-9. 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, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

A-10. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

A-11. 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 on 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.

A-12. 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,

A-13. 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 storage or disposal of such material shall be kept in a clean and sanitary condition.

A-14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

A-15. 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 lot and remodeling or converting same into a dwelling unit in this subdivision.

B. ARCHITECTURAL CONTROL.

B-1. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

B-2. MEMBERSHIP. The architectural control committee is composed of O. P. Crow, Rouge #1, Box 156, Haughton, Louisiana, D. C. Davis, Route #1, Box 143, Haughton, Louisiana, Julius Dupuy, 4015 Parkway Drive, Bossier City, Louisiana, and Carence E. Barnett, 4101 East Texas Street, Bossier City, Louisiana. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

B-3. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. GENERAL PROVISIONS

C-1. 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 are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

C-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either

to restrain violation or to recover damages.

C-3. 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 22nd day of November, 1960, in Bossier City, Bossier Parish, Louisiana.

ATTEST:

SOUTHERN GARDENS BUILDERS, INC.

Signed- Ray O. Gray

Signed By: O. P. Crow  
O. P. Crow, President

Signed- Julius Dupuy

Signed- J. L. Thomas, Jr.  
NOTARY PUBLIC  
(SEAL)

ENDORSED: FILED FOR RECORD  
BOSSIER PARISH  
LOUISIANA

DEC 13 9:01 AM 1960

Signed- Alma G. Broussard  
Clerk & Ex-Officio Recorder

RECORDED: The 13th day of December, A.D., 1960

*Alma G. Broussard*

Clerk and Ex-Officio Recorder.

LOUISIANA & ARKANSAS RAILWAY COMPANY ) REGISTER NO. 144,280  
TO ) DEED  
J. ALFRED DeGUEURCE )

STATE OF LOUISIANA  
PARISH OF CADDO

BE IT KNOWN, That this day before me, the undersigned authority, a Notary Public in and for the said Parish, duly commissioned and sworn, came and appeared LOUISIANA & ARKANSAS RAILWAY COMPANY, represented herein by W. N. Deramus, its President, duly authorized hereunto, who declared that it does by these presents grant, bargain, sell, convey and deliver without warranty but with subrogation to all rights of warranty as held therein by said Vendor unto J. ALFRED DeGUEURCE, husband of Madge Blanchard DeGueurce, a resident of Bossier Parish, Louisiana, whose mailing address is Route 1, Box 405, Bossier City, Louisiana, the following described property, to-wit:

A tract of land containing 0.04 acres more or less located in the Northwest 1/4 of Section 13, Township 17 North, Range 13 West, Bossier Parish, Louisiana, being more particularly described as follows:

From the corner common to Sections 11, 12, 13 and 14, run South 0 deg. 14 min. West along the line common to Section 13 and 14, a distance of 1,433.22 feet to a point on the north line of the L. & A. Railroad right-of-way, said line being 50 feet north of and parallel to the centerline of the 100 foot right of way of the L. & A. Railroad, said point also being the point of beginning of the tract herein described; run thence South 89 deg. 46 min. East, a distance of 25 feet; run thence South 0 deg. 14 min. West, a distance of 35.87 feet; run thence North 89 deg. 12 min. East, a distance of 10.98 feet; run thence