

ENDORSED: FILED FOR RECORD
BOSSIER PARISH
LOUISIANA

MAR 3 9:48 AM 1959

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

RECORDED: The 3rd day of March, A. D. 1959

Alma G. Broussard

Clerk and Ex-Officio Recorder

PECAN PARK SUBDIVISION, UNIT NO. 3) REGISTER NO. 128,545
TO) BUILDING RESTRICTIONS AND
THE PUBLIC) PROTECTIVE COVENANTS

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BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

PECAN PARK SUBDIVISION, UNIT NO. 3

BOSSIER PARISH, LOUISIANA

AS PER PLAT RECORDED IN BOOK 275, PAGE 289.

STATE OF LOUISIANA

PARISH OF BOSSIER

BEFORE ME, the undersigned authority, in and for said Parish and State appeared PECAN GROVE, INC., a Louisiana Corporation authorized to do business in the State of Louisiana, represented herein by Minnie Hall Brown, SECRETARY-TREASURER,

Who declares:

That it has filed for record in Bossier Parish, Louisiana, the PECAN PARK SUBDIVISION UNIT NO. 3, as is shown by plat thereof recorded in Book 275, page 289 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 for any purpose other than residential. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and a private garage or carport. No garage apartments shall be erected on any lot.

A-2 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 and existing structures, and as to location with respect to topography and finish grade elevation.

A-3 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$9,000.00. The floor area of the main structure, exclusive of open porches, breezeways, garages and carports shall not be less than 1000 square feet.

A-4. BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front lot line

or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line, except Lots 25, 29, 30, 33 and 38, which shall have a setback of 15 feet. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

A-5 LOT AREA AND WIDTH. No building shall be erected or placed on any lot having a width of less than 55 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

A-6 EASEMENTS. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

A-7 NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereof 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 out-building shall be used on any lot at any time as a residence either temporarily or permanently.

A-9 SIGNS. No sign or any kind shall be displayed to the public view on any lot except sign advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

A-10 OIL AND MINING OPERATIONS. No oil drilling, oil developing operations oil refineries, 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 drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

A-11 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 be kept, provided that they are not kept, bred or maintained for any commercial purposes.

A-12 GARBAGE AND REFUSAL 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.

A-13. FENCES. No fence shall be constructed or allowed to remain nearer the street than the minimum building setback line or lines.

A-14 TREES No trees or shrubs shall be planted in the neutral ground between the curb and sidewalk. (See Parish Ordinance.)

A-15 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 trees 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.

B. ARCHITECTURAL CONTROL COMMITTEE

B-1 MEMBERSHIP. The Architectural Control Committee, is composed of Jack T. Moore, David W. Moore, Mrs. Minnie Hall Brown, 6129 Line Ave., Shreveport, 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 representative 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 daily recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers or duties.

B-2 PROCEDURES. 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. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twentyfive years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

C-2 ENFORCEMENT. Enforcement shall be by proceeding 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, in Bossier City on this 25th day of February, 1959.

ATTEST:

Signed- Leila H. Barfield

Signed- John E. Poche'

PECAN GROVE, INC.

Signed BY- Minnie Hall Brown
Secretary-Treasurer

Signed- James A. Gallagher
Notary Public
(SEAL)

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LOUISIANA

MAR 3 11:10 AM 1959

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Clerk & Ex-Officio Recorder

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