

STATE OF LOUISIANA  
PARISH OF CADDO

RECORDED

BEFORE ME, the undersigned authority, a Notary Public in and for said Parish and State, duly commissioned and qualified, personally came and appeared:

**DON S. COLEMAN**, President, Don Coleman Construction Company, Inc. domiciled in Caddo Parish, Louisiana, (hereinafter referred to as "Appearer").

**WHO DECLARED:**

That there has been filed for record in Bossier Parish, Louisiana, Southgate Estates Subdivision, Unit No. 5, a subdivision of Bossier City, Bossier Parish, Louisiana, as shown by plat thereof in Book 808, Pages 506 & 507 of the Conveyance Records of Bossier Parish, Louisiana: that the same Don Coleman Construction Company, Inc. is now the sole owner of the said subdivision unit, with the exception of Lot 8 of said subdivision;

**AND**

**JOHN ALFRED RATH**, a single man, and resident of Bossier Parish, Louisiana, (hereinafter referred to as "Rath")

**WHO DECLARED:**

That he is the owner of Lot 8, Southgate Estates, Unit 5, a subdivision of Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 808, Pages 506 & 507 of the Conveyance Records of Bossier Parish, Louisiana together with all buildings and improvements thereon and does hereby consent to the reservations, restrictions, and covenants, (hereinafter referred to as "Restrictions"), as they appear herein, and further acknowledges and consents that said restrictions shall affect said Lot 8, Southgate Estates, Unit 5 as fully as if said restrictions had been filed prior to Rath's purchase of said Lot 8.

Appearer further declared that from this date forward said subdivision unit as shown on the plat referred to above is held, and shall be owned, held and conveyed subject to the following reservation, restrictions and covenants:

**I.**

All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars and an exterior storage building not more than 100 sq. feet, and except that Builder may have such storage buildings and sales offices and storage areas as he deems necessary for the construction of homes in the subdivision.

**II.**

No building shall be located on any lot nearer than 25 feet to the front lot line, nor five feet to an interior lot line, nor nearer than 10 feet to a side street line.

**III.**

The floor area of the main structure, exclusive of garage, carports and exterior storage space, shall be not less than 1200 square feet.

**IV.**

No dwelling shall be erected on any lot having a width of less than 40 feet at the minimum building setback line.

V.

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

VI.

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

VII.

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

VIII.

No sign or any kind shall be displayed to 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 Builder to advertise the property during the construction and sales period.

IX.

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 excavation 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 or in any lot.

X.

No animals or livestock of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, for any commercial purposes, or shall any of the lots be used for commercial purposes.

XI.

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.

XII.

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 in 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 line, 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 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 any such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

XIII.

No fences shall be constructed or allowed to remain nearer the street than any minimum building setback line or lines.

## XIV.

Trucks with tonnage in excess of 3/4 ton shall not be permitted to park 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.

## XV.

Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any used existing building onto a lot and remodeling or converting some into a dwelling unit in this subdivision.

## XVI.

Campers of all description must be parked off streets. They should be parked on the back of the premises.

## XVII.

Any person buying a lot in this subdivision must get the plans approved by the Architectural Control Committee before initial construction begins.

## XVIII.

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 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.

## XIX.

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.

## XX.

All automobiles and trucks shall be parked off street, in parking spaces, or in driveway or garage. No car, or trucks are to remain in street over night. Limit of 4 vehicles per lot.

## XXI.

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

## XXII.

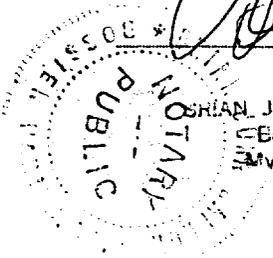
No TV antenna shall be other than roof type or attic without guy lines. Mast type antenna with guy lines are prohibited.

THUS DONE AND PASSED before me Notary, and in the presence of the two undersigned competent witnesses on this the 17th day of MAY 1995.

WITNESSES: DON COLEMAN CONSTRUCTION COMPANY, INC.

Lula Rushing By: Don S. Coleman  
Don S. Coleman, President

Lillian D. Fairburn John Alfred Rath  
John Alfred Rath



John Barrow  
Notary Public

JOHN BARROW, Notary Public  
Bossier Parish, Louisiana  
My commission is for Life