

229469

BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS BOSSIER PARISH, LA.
SUN CITY SUBDIVISION, UNIT NUMBER 5
BOSSIER PARISH, LOUISIANA
AS PER PLAT RECORDED IN BOOK 450 , PAGES 186 & 187

FILED AND RECORDED
BOSSIER PARISH, LA.
Dec 3 1 29 PM '70
CLERK & EX-OFFICIO

RECORDER

STATE OF LOUISIANA

PARISH OF BOSSIER

Wilma Mabry

BEFORE ME, the undersigned authority, in and for said Parish and State, appeared BUILDERS DEVELOPMENT COMPANY, INC., a Louisiana Corporation authorized to do business in the State of Louisiana, represented herein by D. C. Davis, it's President, who declared:

That it has filed for record in Bossier Parish, Louisiana, the Sun City Subdivision, Unit No. 5, as is shown by plat thereof recorded in Book & 187 450 , Pages 186/ 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. 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 and/or one and a half story in height.
- A-2. DWELLING SIZE. The floor area of the main structure, exclusive of open porches and garages, shall be not less than Nine Hundred (900) square feet.
- A-3. BUILDING LOCATION. No building shall be located, erected or altered on any lot nearer to the front or side street than the building setback line shown on the recorded plat. 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 fifty (50) feet at the minimum building set-back line.
- A-5. FENCES. No fence shall be constructed or allowed to remain nearer the street than any minimum building set-back line or lines.
- A-6. TRANSPORT VEHICLES. Trucks with tonnage in excess of 3/4 ton shall not be permitted to park on the streets, drive-ways 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.
- 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.

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NON-CERTIFIED COPY

- A-8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building 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 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 well, 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.
- 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 the 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 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 twenty-five feet from the intersection of the street lines, or in case of a rounded corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten 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 height 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. GENERAL PROVISIONS

- B-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.
- B-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.

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B-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.

THIS DONE AND SIGNED in the presence of the undersigned competent witnesses and me, Notary, on this the 30th day of November, 1970, in Bossier City, Bossier Parish, Louisiana.

ATTEST:

BUILDERS DEVELOPMENT COMPANY, INC.

Patsy Dutton
Geneva Nelson

By:

D. Q. Davis
D. Q. Davis, President

[Signature]
NOTARY PUBLIC

