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DEDICATION OF SERVITUDE AND RIGHT-OF-WAY  
and  
BUILDING RESTRICTIONS FOR

BELLE FORET SUBDIVISION  
PHASE II

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

\*\*\*\*\*  
18-96-459  
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BEFORE ME, J. MARK ROLLING, Notary Public duly commissioned and qualified within and for the Parish of Tangipahoa, State of Louisiana, therein residing an in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

R.H.G. DEVELOPMENT, INC., a Louisiana corporation organized under the laws of the State of Louisiana, with a permanent mailing address of 510 West Pine St., Ponchatoula, Louisiana 70454, represented herein by Robert H. Gabriel, President-Treasurer, and Ralph P. Jones, Secretary;

hereinafter sometimes referred to as GRANTOR.

GRANTOR herein declares that it is the sole owner of the following described property as shown on the Subdivision Plat of BELLE FORET SUBDIVISION, PHASE II located in Sections 9 and 46, Township 7 South, Range 7 East, of Tangipahoa Parish, State of Louisiana, prepared by Bodin and Webb, Inc., Consulting Engineers dated October 18, 1994; said property being more fully described as follows, to-wit:

An actual ground survey was made of a certain piece or parcel of land situated in Section 9, T7S, R7E, and Section 46, T7S, R7E, Parish of Tangipahoa, State of Louisiana, more particularly described as beginning at a point 138.05 feet South 89 degrees 50 minutes West and 460.35 feet North 31 degrees 40 minutes 13 seconds East of the Northwest corner of Section 56, T7S, R7E;

Thence North 31 degrees 40 minutes 13 seconds East 298.9 feet;  
thence North 03 degrees 21 minutes 33 seconds East 30 feet;  
thence North 20 degrees 18 minutes 23 seconds East 171.58 feet;  
thence North 57 degrees 22 minutes 33 seconds East 86.36 feet;  
thence North 48 degrees 37 minutes 33 seconds East 47.2 feet;  
thence North 77 degrees 50 minutes 33 seconds East 41.28 feet;  
thence North 27 degrees 08 minutes 33 seconds East 29.91 feet;  
thence North 61 degrees 18 minutes 33 seconds East 110.7 feet;  
thence North 73 degrees 23 minutes 33 seconds East 50.2 feet;  
thence North 44 degrees 06 minutes 33 seconds East 46.22 feet;  
thence North 75 degrees 21 minutes 33 seconds East 200 feet;  
thence North 85 degrees 54 minutes 33 seconds East 200 feet;  
thence North 81 degrees 12 minutes 33 seconds East 79.78 feet;  
thence North 87 degrees 12 minutes 33 seconds East 200 feet;  
thence South 76 degrees 38 minutes 27 seconds East 100.7 feet;  
thence North 83 degrees 17 minutes 33 seconds East 272.05 feet;  
thence South 88 degrees 00 minutes 27 seconds East 164 feet;  
thence South 55 degrees 10 minutes 27 seconds East 164.4 feet;  
thence South 89 degrees 10 minutes 27 seconds East 106.85 feet;  
thence North 01 degrees 09 minutes 33 seconds East 22.86 feet;  
thence North 88 degrees 57 minutes 05 seconds East 1342.09 feet;  
thence South 750.63 feet;

*Jinnie Wilson*  
BY CLERK OF COURT

ROLLING &  
PERRILLOUX  
A PROFESSIONAL  
LAW CORPORATION  
900 WEST THOMAS ST.  
P.O. BOX 3045  
Hammond, LA 70404  
(504) 345-5506

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CONVEYANCE  
BOOK 822  
PAGE 287

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thence South 89 degrees 34 minutes 01 seconds West 369.01 feet;  
 thence South 86 degrees 36 minutes 04 seconds West 189.45 feet;  
 thence North 22 degrees 33 minutes 36 seconds West 261.51 feet;  
 thence South 79 degrees 18 minutes 36 seconds West 85 feet;  
 thence South 84 degrees 59 minutes 22 seconds West 70.43 feet;  
 thence South 85 degrees 11 minutes 18 seconds West 164.14 feet;  
 thence North 82 degrees 39 minutes 17 seconds West 55.4 feet;  
 thence North 88 degrees 47 minutes 49 seconds West 78.99 feet;  
 thence South 87 degrees 34 minutes 42 seconds West 148.88 feet;  
 thence South 89 degrees 20 minutes 27 seconds West 135.44 feet;  
 thence South 84 degrees 41 minutes 13 seconds West 160 feet;  
 thence South 88 degrees 34 minutes 29 seconds West 144.91 feet;  
 thence South 86 degrees 32 minutes 39 seconds West 84.76 feet;  
 thence South 76 degrees 19 minutes 10 seconds West 70 feet;  
 thence South 75 degrees 21 minutes 26 seconds West 87.44 feet;  
 thence South 80 degrees 00 minutes 04 seconds West 51.47 feet;  
 thence South 78 degrees 50 minutes 44 seconds West 163.02 feet;  
 thence South 78 degrees 17 minutes 56 seconds West 60.03 feet;  
 thence South 87 degrees 45 minutes 40 seconds West 120.18 feet;  
 thence South 86 degrees 32 minutes 42 seconds West 117.27 feet;  
 thence North 85 degrees 25 minutes 50 seconds West 73.13 feet;  
 thence North 86 degrees 13 minutes 32 seconds West 175.04 feet;  
 thence North 87 degrees 19 minutes 30 seconds West 118.68 feet;  
 thence South 87 degrees 44 minutes 21 seconds West 42.26 feet;  
 thence South 84 degrees 37 minutes 02 seconds West 182.56 feet;  
 thence South 85 degrees 12 minutes 14 seconds West 192.09 feet;  
 thence South 87 degrees 54 minutes 13 seconds West 129.4 feet back  
 to the POINT OF BEGINNING of the tract herein described, containing  
 45.971 acres all as shown on subdivision map by Bodin and Webb, Inc.,  
 Consulting Engineers, dated October 18, 1994.

GRANTOR designates the above described tract of land as BELLE FORET  
 SUBDIVISION, PHASE II and hereby donates to the use of the Public through the  
 Tangipahoa Parish Council, perpetual right-of-ways for Rue Maison measuring 60  
 feet in width, together with drainage and utility easements as shown on the map  
 by William J. Bodin, Jr., Registered Land Surveyor and Civil Engineer dated  
 October 18, 1994. Said map has been paraphed "Ne Varietur" for identification  
 with this act and is filed of even date herewith.

GRANTOR further places the following building restrictions and restrictive  
 covenants on all lots contained in this subdivision:

1. Prior to the beginning of the construction of any residence,  
 garage, fence or other structure, the owner shall submit detailed  
 plans and specifications of the proposed building or structure to the  
 R.H.G. DEVELOPMENT, INC., for written approval, and no work shall be  
 permitted on the building, garage, fence or other structure until  
 such written approval is received. The approval of all structures by  
 R.H.G. DEVELOPMENT, INC., will be based on the requirements of these  
 restrictions and on the approval of such plans and specifications as  
 submitted. R.H.G. DEVELOPMENT, INC. shall consider quality of  
 workmanship and materials, harmony of external design with existing  
 structures, location with respect to topography, finish grade  
 elevation, and general overall appearance and design. The approval  
 or disapproval by R.H.G. DEVELOPMENT, INC. shall be in writing, and  
 shall be given within 30 days after receipt of the construction plans  
 and specification and plot plans. The owners shall be promptly  
 thereafter notified of such approval or disapproval. In the event  
 said corporation fails to provide a response to the owner within 30  
 days, the plans shall be deemed tacitly approved.

2. No dwelling shall be constructed on any lot having less than 2200  
 square feet of living area, exclusive of eaves, open porches,  
 garages, and carports; and in addition each dwelling shall have an  
 attached carport or garage. All carports or garages facing the  
 street shall have enclosed doors. If the side of a carport faces any  
 street it must be enclosed on that side which faces any street. The  
 direction the residences face and location of the residences must be  
 approved by R.H.G. DEVELOPMENT, INC. by following procedures referred  
 to in Paragraph one (1).

3. All residences in the subdivision must be set back a minimum  
 of 50 feet from the property lines.



4. Fences must conform generally to design and architecture of the dwelling to be enclosed. Plans showing location and details of fences must be approved by R.H.G. DEVELOPMENT, INC., prior to construction. Additionally, no chain link, barbed wire, net wire or other hazardous material shall be used in fence construction; and no fences shall be constructed any closer to any street in Belle Foret Subdivision, Phase II, than the rear of the residence, with the exception of LOTS 206, 208, 225, 226, AND 227, only after approval from R.H.G. DEVELOPMENT, INC.

5. 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 which may be kept provided that they are not kept, bred or maintained for commercial purposes.

6. Any and all sewerage and septic lines must drain to the rear of the lot and away from the street.

7. Except those trees which must by necessity be removed in order to clear any lot or portion of a lot for purpose of construction of improvements thereon, no sound trees measuring in excess of 10 inches in diameter (as measured 1 foot above grade), shall be removed without the written permission of R.H.G. DEVELOPMENT, INC.. Further, before cutting any tree, property owner, (or its agents), should take precautions as necessary to protect existing trees on the lot or adjacent lots. Such precautions shall be of means to prevent damage to root, banks systems and foliage by construction vehicles, falling trees or other activities. Additionally care should be taken to and "special trees" (such as live oaks and magnolias) or other native ornamental plants which may exist on a lot. It is the intent of these restrictions to protect and preserve the natural wooded beauty of Belle Foret Subdivision. It is also the intent of these restrictions that on each lot, a representative and uniform distribution of existing trees, special trees, and ornamental plants which may exist on a lot are maintained.

8. No lot shall be subdivided. 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 on detached single family dwelling and a private garage for not more than three cars. The main building must be constructed prior to the construction of any accessory building. Nothing herein shall prevent one owner of more than one lot from combining the lots or two adjacent lot owners from dividing a lot between them.

9. Any and all fireplace chimney exteriors extending from the roof or side of a structure shall be enclosed with materials approved by R.H.G. DEVELOPMENT, INC. prior to construction.

10. 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.

11. 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 resident either temporary or permanent.

12. No sign of any kind shall be displayed to the public view on any lot except professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

13. 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 sanitary condition.

14. All lots shall be maintained by the owner from the date of purchase forward.

15. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods 10 years unless amended as provided below.



16. 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.

17. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

18. All electrical service extended to each lot from the LP&L main electrical line shall be installed underground. No above ground electrical lines shall be run or utilized on any of the lots of this subdivision.

19. All driveways in the subdivision must be constructed of either concrete or asphalt. No buildings may be used as a dwelling or residence before the exterior wall and roof have been covered and finished with material generally accepted in this area as a finish material and as approved by R.H.G. DEVELOPMENT, INC.

These restrictions shall run with the land and be binding on all persons claiming under them and shall be governed by the laws of the State of Louisiana.

These restrictions may be amended at any time by an instrument signed by the owners of sixty percent (60%) of the lots in the subdivision, properly executed and recorded in the office of the Clerk and Register of Conveyances for Tangipahoa Parish.

THUS DONE AND PASSED at my office in Hammond, Tangipahoa Parish, Louisiana, on this 1st day of August, 1996.

WITNESSES:

Patricia S. Sape

Paula S. Sape

R.H.G. DEVELOPMENT, INC.

BY:

Robert H. Gabriel  
ROBERT H. GABRIEL

BY:

Ralph P. Jones  
RALPH P. JONES

J. Mark Rolling  
J. MARK ROLLING, NOTARY PUBLIC

CONVEYANCE

BOOK

822

PAGE

290

13 NOV 1996

**AMENDMENT TO BUILDING RESTRICTIONS  
BELLE FORET SUBDIVISION, PHASE II**

STATE OF LOUISIANA  
PARISH OF TANGIPAHOA

18-96-645

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the Parish of Tangipahoa, State of Louisiana, and in the presence of the undersigned competent witnesses: PERSONALLY CAME AND APPEARED:

R.H.G. DEVELOPMENT, INC., through its duly authorized President, ROBERT H. GABRIEL, who declared that it is the owner of more than 60% of the lots constituting BELLE FORET SUBDIVISION, PHASE II; and JAMES W. THOMPSON and MAREN KNUDSON THOMPSON, who declared that they are the owners of LOT 203, BELLE FORET SUBDIVISION, PHASE II.

Appearers do by these presents amend the Building Restrictions for BELLE FORET SUBDIVISION, PHASE II as recorded in COB 822, PAGE 287 of the official records of Tangipahoa Parish, Louisiana, in the following particulars:

Restriction No. 8 is amended to allow for the re-subdivision of LOTS 203 and 204 which said lots shall be re-subdivided in accordance with the survey by Bodin and Webb, Inc., R.L.S., dated November 7, 1996, a copy of which is attached hereto and made a part hereof and shall be more particularly described as follows:

LOT 203:

That certain tract or parcel of ground located in Section 9, Township 7 South, Range 7 East, Tangipahoa Parish, Louisiana, described as LOT 203 OF BELLE FORET SUBDIVISION, PHASE II, being more fully described as Commencing at the Southeast Corner of Lot 203; thence North 87 degrees 01 minutes 48 seconds West 150.00 feet; thence North 10 degrees 38 minutes 50 seconds West 330.62 feet; thence North 61 degrees 18 minutes 33 seconds East 41.69 feet; thence North 73 degrees 23 minutes 33 seconds East 50.2 feet; thence North 44 degrees 06 minutes 33 seconds East 46.22 feet; thence North 75 degrees 21 minutes 33 seconds East 38.51 feet; thence South 07 degrees 53 minutes 03 seconds East 413.89 feet back to the POINT OF BEGINNING of the tract herein described containing 1.330 acres.

LOT 204:

That certain tract or parcel of ground located in Section 9, Township 7 South, Range 7 East, Tangipahoa Parish, Louisiana, described as LOT 204 OF BELLE FORET SUBDIVISION, PHASE II, being more fully described as Commencing at the Southeast Corner of Lot 203; thence North 07 degrees 53 minutes 03 seconds West 413.89 feet; thence North 75 degrees 21 minutes 33 seconds East 125.66 feet; thence South 10 degrees 38 minutes 50 seconds East 459.26 feet; thence North 84 degrees 19 minutes 48 seconds West 39.18 feet; thence North 87 degrees 01 minutes 48 seconds West 110.82 feet back to the POINT OF BEGINNING of the tract herein described containing 1.356 acres.

Witness our hand at Hammond, Louisiana, this 13th day of November, 1996.

WITNESSES:

*Catrina Stape*  
*Bula Stoneyer*

R.H.G. DEVELOPMENT, INC.  
TIN: [REDACTED]

BY: *Robert H. Gabriel*  
ROBERT H. GABRIEL, PRESIDENT

*James W. Thompson*  
JAMES W. THOMPSON  
SSN: [REDACTED]

*Maren Knudson Thompson*  
MAREN KNUDSON THOMPSON  
SSN: [REDACTED]

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*J. Mark Rolling*  
J. MARK ROLLING, NOTARY PUBLIC

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*Jimmie Wilson*  
JIMMIE WILSON  
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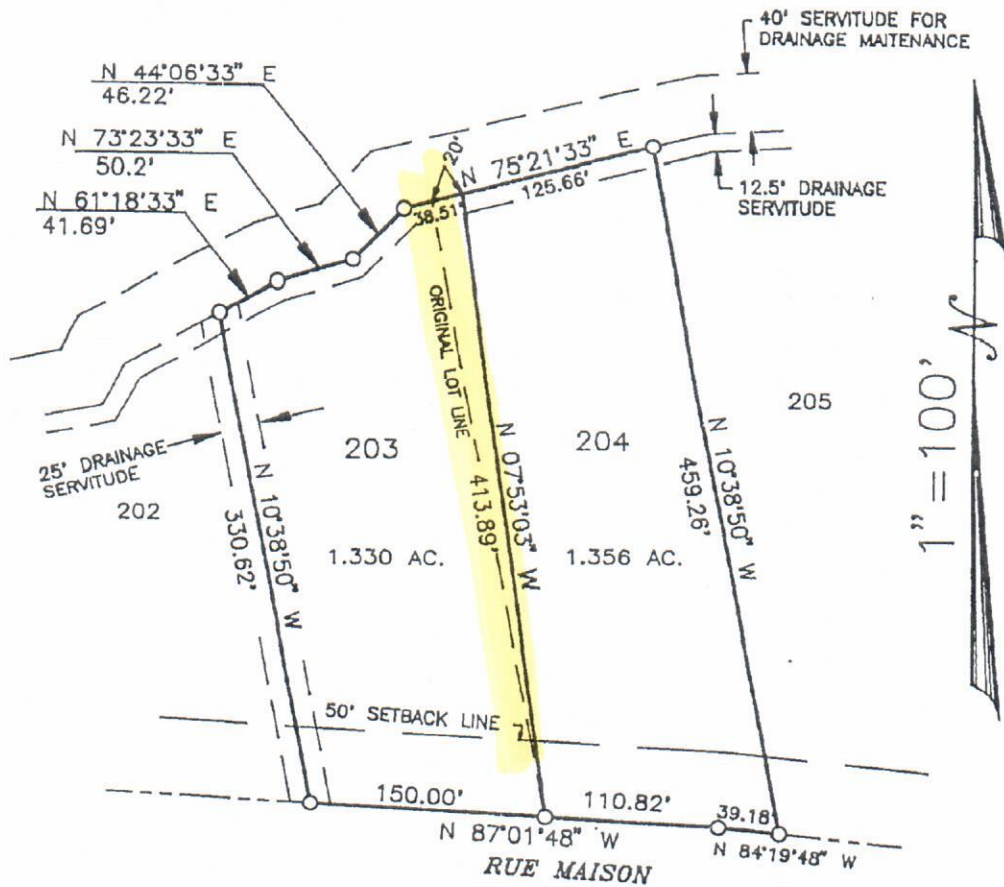
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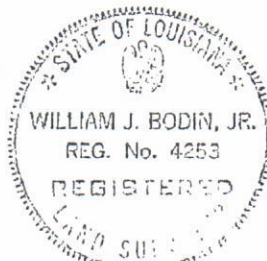


CONVEYANCE  
BOOK 827 PAGE 638

NOVEMBER 7, 1996  
A PLAT OF REVISED LOTS 203 AND 204 OF BELLE  
FORET PHASE TWO, AS PER SUBDIVISION PLAT BY  
WM. J. BODIN, JR. DATED OCTOBER 18, 1994 AND  
REVISED NOVEMBER 7, 1996, ALL LOCATED IN SECTION  
9, T7S-R7E, TANGIPAHOA PARISH, LOUISIANA.

FLOOD ZONE "X"  
(NOT FLOOD PRONE)  
MAP NO. 220206-0205-D  
DATED: 9-18-91

SURVEY FOR: JAMES AND MAREN THOMPSON



*William J. Bodin, Jr.*  
BODIN AND WEBB, INC.  
ENGINEERS & SURVEYORS  
1024 S. CYPRESS ST.  
HAMMOND, LA 70403