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

**BELLE FORET SUBDIVISION
PHASE III**

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

18-96-444

BEFORE ME, J. MARK ROLLING, Notary Public duly commissioned and qualified within and for the Parish of Tangipahoa, State of Louisiana, therein residing and 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 III 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 July 19, 1996; 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 138.21 feet North 89 degrees 39 minutes 37 seconds East and 121.63 feet North 88 degrees 07 minutes 14 seconds East of the Northwest corner of Section 56, T7S, R7E;

Thence North 00 degrees 37 minutes 19 seconds East 199.07 feet;
thence North 31 degrees 21 minutes 20 seconds East 163.41 feet;
thence North 31 degrees 28 minutes 20 seconds East 60.31 feet;
thence North 88 degrees 06 minutes 56 seconds East 129.04 feet;
thence North 84 degrees 23 minutes 58 seconds East 185.24 feet;
thence North 85 degrees 06 minutes 01 seconds East 179.99 feet;
thence North 85 degrees 16 minutes 29 seconds East 42.47 feet;
thence South 86 degrees 09 minutes 38 seconds East 118.68 feet;
thence South 85 degrees 55 minutes 15 seconds East 175.08 feet;
thence South 85 degrees 55 minutes 38 seconds East 72.47 feet;
thence North 86 degrees 27 minutes 55 seconds East 117.27 feet;
thence North 86 degrees 37 minutes 40 seconds East 120.18 feet;
thence North 83 degrees 54 minutes 26 seconds East 60.03 feet;
thence North 80 degrees 35 minutes 08 seconds East 163.61 feet;
thence North 81 degrees 02 minutes 41 seconds East 51.08 feet;
thence North 76 degrees 24 minutes 03 seconds East 86.78 feet;
thence North 77 degrees 54 minutes 14 seconds East 70.36 feet;
thence North 88 degrees 07 minutes 43 seconds East 85.19 feet;
thence North 89 degrees 50 minutes 15 seconds East 145.46 feet;
thence North 86 degrees 18 minutes 26 seconds East 159.17 feet;
thence South 89 degrees 02 minutes 41 seconds East 135.79 feet;
thence North 89 degrees 26 minutes 07 seconds East 149.03 feet;
thence South 87 degrees 27 minutes 48 seconds East 78.65 feet;
thence South 81 degrees 19 minutes 16 seconds East 55.27 feet;
thence North 86 degrees 31 minutes 20 seconds East 14.87 feet;
thence North 86 degrees 44 minutes 32 seconds East 149.13 feet;
thence North 86 degrees 25 minutes 16 seconds East 70.43 feet;
thence North 81 degrees 04 minutes 02 seconds East 79.00 feet;
thence South 16 degrees 16 minutes 25 seconds East 252.58 feet;
thence North 88 degrees 30 minutes 00 seconds East 214.95 feet;
thence South 89 degrees 07 minutes 44 seconds East 369.16 feet;
thence North 89 degrees 37 minutes 30 seconds East 827.15 feet to the cul-de-sac;

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

Jimmie Wilson
DY. CLERK OF COURT

M. FILM

CONVEYANCE
BOOK 821 PAGE 705

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Instr# 491494
Filed Tangipahoa Parish
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thence Easterly 156.32 feet along the arc of a curve to the right, with a radius of 60.0 feet; thence North 85 degrees 57 minutes 47 seconds East 388.25 feet to the west bank of Yellow Water River; thence along said bank South 25 degrees 29 minutes 25 seconds East 291.31 feet; Thence along south line of subdivision, said line being the South line of Section 46; Thence South 89 degrees 37 minutes 59 seconds West 2797.55 feet to the Southwest corner of Section 46 and Southeast corner of Section 9; thence continuing along South line of subdivision, and south line of Section 9, South 89 degrees 44 minutes 03 seconds West 2110.79 feet back to the POINT OF BEGINNING of the tract herein described, containing 41.083 acres all as shown on subdivision map by Boding and Webb, Inc., Consulting Engineers, dated July 19, 1996.

GRANTOR designates the above described tract of land as BELLE FORET SUBDIVISION, PHASE III and hereby donates to the use of the Public through the Tangipahoa Parish Council, perpetual right-of-ways for Rue Chene and 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 July 19, 1996. Said map has been paraphrased "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 III than the rear of the residence.
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 24th day of July, 1996.

WITNESSES:

R.H.G. DEVELOPMENT, INC.

Patricia Sape

BY:

Robert H. Gabriel
ROBERT H. GABRIEL

Paula Stomysen

BY:

Ralph P. Jones
RALPH P. JONES

J. Mark Rolling
J. MARK ROLLING, NOTARY PUBLIC