

20 AUG 1992

Jimmie Wilson  
DY. CLERK OF COURT

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

Phase 1

**BELLE FORET**  
SUBDIVISION

INSTR. # 433489  
DT. REG # 88410  
FILED TANGIPAHOA PAR  
28OCT9214:20 H01  
COB \_\_\_\_\_ FOLIO \_\_\_\_\_  
MOB \_\_\_\_\_ FOLIO \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

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 142 South 8th Street,  
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 located in Sections 9 & 55, Township 7  
South, Range 7 East, of Tangipahoa Parish, State of Louisiana,  
prepared by William J. Bodin, Jr., Registered Land Surveyor and  
Civil Engineer dated September 23, 1992; said property being more  
fully described as follows, to-wit:

A certain piece or parcel of land situated in Section 56,  
T7S, R7E, Tangipahoa Parish, Louisiana and being more  
fully described as beginning at a point 179 feet North of  
the Southwest corner of Section 56, T7S, R7E; thence  
proceed South 89 deg. 48 min. 05 sec. West, 1914.4 feet;  
thence North 39 deg. 09 min. 57 sec. East, 468.85 feet to  
the center line of a canal; thence along said center line  
North 46 deg. 08 min. 56 sec. West 60.49 feet;  
North 34 deg. 09 min. 28 sec. West 93.06 feet;  
North 05 deg. 06 min. 02 sec. West 142.42 feet;  
North 20 deg. 50 min. 18 sec. East 57.70 feet;  
North 35 deg. 57 min. 14 sec. East 324.31 feet;  
North 33 deg. 06 min. 19 sec. East 134.97 feet;  
North 12 deg. 25 min. 23 sec. East 200.13 feet;  
North 09 deg. 16 min. 33 sec. East 68.05 feet;  
North 24 deg. 45 min. 32 sec. West 203.51 feet;  
North 19 deg. 48 min. 04 sec. West 200.20 feet;  
North 03 deg. 33 min. 21 sec. East 41.03 feet;  
North 24 deg. 31 min. 32 sec. East 220.04 feet;  
North 15 deg. 45 min. 00 sec. East 418.62 feet;  
North 70 deg. 29 min. 54 sec. East 199.53 feet;  
North 82 deg. 25 min. 40 sec. East 191.48 feet;  
South 81 deg. 34 min. 43 sec. East 226.80 feet;  
South 80 deg. 18 min. 12 sec. East 200.06 feet;  
South 81 deg. 07 min. 51 sec. East 200.06 feet;

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South 80 deg. 31 min. 30 sec. East 224.07 feet;  
South 55 deg. 27 min. 12 sec. East 44.51 feet;  
South 77 deg. 48 min. 49 sec. East 98.63 feet;  
South 55 deg. 53 min. 00 sec. East 123.54 feet;  
South 44 deg. 30 min. 39 sec. East 126.98 feet;  
South 54 deg. 27 min. 48 sec. East 88.83 feet;  
South 33 deg. 24 min. 27 sec. East 153.04 feet;  
South 53 deg. 59 min. 06 sec. East 32.00 feet;  
South 81 deg. 55 min. 35 sec. East 34.44 feet; AND  
South 62 deg. 39 min. 42 sec. East 138.45 feet; thence  
South 03 deg. 21 min. 33 sec. West 199.0 feet; thence  
South 31 deg. 40 min. 13 sec. West 759.25 feet; thence  
South 89 deg. 50 min. West 138.05 feet; thence  
South 966.40 feet to point of beginning, all as per  
survey by William J. Bodin, Jr., Registered Land Surveyor  
and Civil Engineer, dated September 23, 1992.

AND

A certain piece or parcel of land situated in Section 55,  
T7S, R7E, Tangipahoa Parish, Louisiana, more fully  
described as follows, to-wit:

Commencing at a point which is 578.2 feet East, 179 feet  
North and 1563.68 feet West of the Northwest corner of  
Section 43, T7S, R7E; thence proceed -  
South 36 deg. 18 min. 30 sec. West 9.7 feet; thence  
South 00 deg. 07 min. 00 sec. West 1716.9 feet to the  
North right-of-way line of Louisiana Highway 22; thence  
along said right-of-way line -  
South 87 deg. 47 min. West 60.09 feet; thence  
North 00 deg. 07 min. 00 sec. East 1727.3 feet; thence  
North 89 deg. 48 min. 05 sec. East 65.72 feet to the  
point of beginning, all located in Section 55, T7S, R7E,  
Tangipahoa Parish, Louisiana, containing 2.38 acres, as  
per survey of William J. Bodin, Jr., Registered Land  
Surveyor and Civil Engineer, dated September 23, 1992.

GRANTOR designates the above described tract of land as BELLE  
FORET SUBDIVISION and hereby donates to the use of the Public  
through the Tangipahoa Parish Council, perpetual right of ways for  
RUE FORET, RUE MAISON, RUE CHENE and RUE PETITE 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 September 23, 1992. 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

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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 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 than the rear of the residence, with the exception of Lots 4, 15, 17, 19, 42, 43, 48, 55, 56 and 61, 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 20th day of August, 1992.

WITNESSES:

R.H.G. DEVELOPMENT, INC.

Barbara Neal  
Deborah R. Jones

Robert H. Gabriel  
ROBERT H. GABRIEL, President-Treasurer

Ralph P. Jones  
RALPH P. JONES, Secretary

M. D. Jones  
NOTARY PUBLIC

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