CERTIFICATION ON BACK

METOYER RIVER LANDING, L.L.C.

TO

THE PUBLIC

RESTRICTIONS OF DUCOURNAU ON THE CANE

STATE OF LOUISIANA

PARISH 0F NATCHITOCHES

PART I. PREAMBLE

BE IT KNOWN, that on the 2nd day of November, 2007, before me, the undersigned Notary Public, personally came and appeared:

METOYER RIVER LANDING, L. L.C., a Louisiana Limited Liability Company, domiciled in Natchitoches Parish, Louisiana, represented herein by Charlton R. Baker, Member;

WHO DECLARED unto me, Notary, that it is the owner of all of those lots comprising DUCOURNAU ON THE CANE, as shown on a plat of survey prepared by Nowlin & Associates PLS entitled DUCOURNAU on the CANE, dated the 24th day of July, 2007, which is recorded at Map Slide 603B under Original Number 305437 of the records of Natchitoches Parish, Louisiana.

And the said Appeaser, being the sole owner of all of the property incorporated in the aforementioned lots situated and located in the said DUCOURNAU ON THE CANE, does hereby place the following restrictions and covenants on the said property, which restrictions and covenants are to run with the land and shall be binding upon all persons claiming under it.

PART II. AREA OF APPLICATION

FULL PROTECTED RESIDENTIAL AREA:

The residential area covenants in Part II, in their entirety, shall apply to the following areas within the survey herein referred to, to-wit:

Lots 1 - 11, inclusive, as shown on the Nowlin & Associates survey described above.

PART III. RESIDENTIAL AREA COVENANTS

I. LAND USE AND BUILDING TYPE:

No lot or building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or building site, other than a detached, single family dwelling, not to exceed two (2) stories in height and a private

garage, for not more than four (4) automobiles.

No privacy fence shall be constructed on any lot which would obstruct of the view of Cane River Lake.

Architectural designs shall be limited to Creole Design, Plantation Style, and French Country. In ground swimming pools and decks shall be permitted subject to approval of Architectural Committee.

2. DWELLING SIZE:

No dwelling shall be permitted on lots 1 -11 with less than 2,400 square feet or heated floor area for the main structure and exclusive of open porches and garages. Except in the case of two story houses variance to square footage will be considered by the Architectural Committee on an individual basis. All driveways from street shall be hard surfaced with concrete, asphalt, and/or other surfaces approved by Architectural Committee. Gravel, dirt or shell driveways are prohibited.

3. BUILDING LOCATION:

No building shall be located on any lot nearer than 75 feet from the street right-of-way shown on the plat of this subdivision hereinabove described(Road line set-back), or nearer than ten (10) feet to an interior lot line (Side Line set-back) for lots 3 and 4, and remainder lots 1, 5, 6, 7, 8, 9, 10, 11 shall nearer that fifteen (15) to an interior lot line (Side Line set-back) or nearer than 50 feet to the rear or back lot line.

4. SUBDIVISION OF LOT:

No lot or building site shall be subdivided into, nor shall more than one dwelling be erected or placed on any lot or building site within the lots shown on the plat of said subdivision. There shall be only one dwelling to a lot within the subdivision. If, however, a lot owner also has title to a portion of the adjoining lot, immediately adjacent to his lot, such combined area shall be considered as a "lot" for all purposes under these restrictions.

5.SEWAGE:

Any sewage handling facility (including but not limited to all tank and distribution lines) shall be approved by Natchitoches Parish Health Unit and Louisiana Department of Health or their successors. Sewage facilities must/shall be located constructed and operated in a sanitary manner in accordance all the requirements, standards and recommendation of the above agency(s) on that portion of lots 1-11. All individual systems

shall be limited to mechanical systems.

6. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shalt be permitted upon or in any lot, nor shall oil wells, 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.

7. NUISANCES:

No obnoxious or offensive activity (defined to include, without limitation, commercial, professional and home occupation activities) shall be carried out upon any lot or building site, nor shall anything be done thereupon which may become an annoyance or nuisance to the neighborhood.

There shall be no permanent parking of RV's or motor homes nor boats or tractors except in accessory buildings that must be approved by the Architectural Committee.

8. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, pen, shack, garage, barn or other out building shall be used on any lot or building site any time as a residence, either temporarily or permanently. No above ground pools and decks shall be permitted.

9. LIVESTOCK, ANIMALS, AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or building site, except dogs and cats or other household pets.

10. GARBAGE AND REFUSE DISPOSAL:

No lot or building site shall be used or maintained as a dumping ground for rubbish, trash or garbage and shall be maintained in a clean and neat fashion at all times; all waste shall be kept in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. No burning of household garbage will be permitted.

11. CONSTRUCTION DESIGN:

No building shall be erected, placed or altered on any lot or building site until the construction plans, specifications and plot plans, showing the location of the structures have been approved by the Architectural Control Committee as to the quality of

workmanship and materials, harmony of exterior design with existing structures, and as to the location with respect to topography and finish grade, elevation and drainage. The architectural designs are Creole Design, French Country, and Plantation Style. Construction of new buildings only shall be permitted; it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit of this subdivision. The Architectural Control Committee is composed of C. Ray Baker, Eddie Cazayour AIA, Geraldine Metoyer Baker, Peggy Braxton and/or Assignee. In the event of the death or resignation of any member of the Architectural Control Committee, the surviving members shall have the power to fill the vacancy.

Before ANY landscaping begins, Homeowner SHALL submit to the Architectural Control Committee a proposed design and layout for landscaping. Architectural Control Committee shall within thirty (30) days approve, amend or deny. No work shall begin by Homeowner until such design is approved by the committee.

12. BOAT HOUSE AND WATER STRUCTURE:

Reserved and must be approved by the Architectural Control Committee.

13. FENCES:

No fence shall be constructed or allowed to remain in front of the main building setback line, unless approved by the Architectural Control Committee, and no fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot or on a rounded property corner if fences, walls, hedges or shrub planting constitutes a hazard to driving safety with regard to observation along the roadway.

Any workshop, storage building, etc., must be permanent in nature, built on site and match the house (shingles, brick, siding) and subject to approval by the Architectural Committee.

14. UTILITY LINES:

Each individual lot owner shall bear the cost of hooking on to the utilities and in doing so, it is understood that the lot owners cannot break the curb or street, but must, "jack and bore" beneath the street if necessary, in order to reach the main utility lines if they are located on the opposite side of the street.

15. MAINTENANCE ASSESSMENTS:

Creation of the Lien and Personal Obligation for Assessments.- Each owner of any Lot(s) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to this Declaration and agrees to pay the Home Owners Association (HOA): to be created once seventy (70%) percent of lot sales have been obtained. Any annual assessment will be set by a board appointed by the Home Owners Association. Until such time as the above seventy (70%) percent rule takes effect, the developer herein shall assess a reasonable fee to the lot owner.

16. TERM:

The above restrictive covenants, conditions and restrictions shall run with the land, to be binding on all parties and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded. The covenants shall then be automatically extended for successive periods of ten (10) years. However, during either the primary term of twenty-five (25) years or any extension thereof, these covenants may be changed or amended in whole or in part by a written and recorded instrument signed by a majority of the then owners of the lots, agreeing to change such covenants in whole or in part. In determining whether or not a majority of the owners have agreed to change the covenants, the area in the lots shall be taken into consideration and the final decision shall be arrived at by computing the, actual area in square feet for the changes in the covenants and the area in square feet against the changes in the covenants.

17. 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.

PART IV. ATTEST

IN TESTIMONY WHEREOF, the said above named appearers executed these presents at Natchitoches, Louisiana, on the day and date hereinabove written in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

CHARLTON RAY BAKER

NOTARY PUBLIC
James Rex Fair, Jr. Notary I.D. No. 24791

JAMES REX FAIR, JR.
STATE OF LOUISIANA
Louisiana Bar Roll No. 24791
My Commission Expires at Death

ENDORSEMENTS:
FILED NOV. 5 2:25 PM '07
Louie Bernard
CLERK OF DISTRICT COURT
By: Shelley Dehue Dy. Clerk
NATCHITOCHES PARISH, LA.
INSTRUMENT NO. 308846
CO BOOK 616
Pg. 509
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STATE OF LOUISIANA
PARISH OF NATCHITOCHES

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS SAME APPEARS ON FILE IN MY OFFICE IN THE ABOVE NAMED PARISH AND STATE TOGETHER WITH ALL ENDORSEMENTS THEREON APPEARING.

WITNESS MY HAND AND SEAL OF OFFICE
THIS 5th DAY OF NOV. 20 07
DY. CLERK 10th JUDICIAL DISTRICT COURT, LA.
Shelley Dehue

CERTIFICATION ON BACK

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

MAINTENANCE AGREEMENT AND SURETY BOND

BE IT KNOWN that on this 2nd day of November, 2007, before me, the undersigned Notary Public and subscribing witnesses, personally came and appeared:

> METOYER RIVER LANDING, L. L.C., a Louisiana Limited Liability Company, domiciled in Natchitoches Parish, Louisiana, represented herein by Charlton R. Baker, Member;

Who declared as follows:

That he is the subdivider and developer of that certain subdivision known as DUCOURNAU ON THE CANE, as shown on a plat of survey prepared by Nowlin & Associates PLS entitled DUCOURNAU on the CANE, dated the 24th day of July, 2007, which is recorded at Map Slide 603B under Original Number 305437 of the records of Natchitoches Parish, Louisiana.

As will appear by reference to the said surveyed property, all necessary officials of the Parish of Natchitoches have accepted the layout and development and now, in accordance with the Subdivision Regulations of the Parish of Natchitoches, Louisiana, the developer, Metoyer River Land, LLC, does now declare that he will maintain the improvements and appurtenances in and on said subdivision for a period of one year from date of this instrument and, in order to secure to the Parish of Natchitoches the satisfactory performance of this work for a period of one year, the said developer, Metoyer River Land, LLC, as principal, and Charlton Ray Baker, as surety, do declare that they do, by these presents, give this bond in the sum of $10,000.00 for the faithful and satisfactory performance of the maintenance work for a period of one year.

This bond shall be subject to cancellation only upon the written approval from the Parish of Natchitoches through Corrine Jones, the Director of the Planning Commission, or whomever may be Director of the Planning Commission, and/or the termination of the one year term.

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on the day, month and year first hereinabove written at Natchitoches, Louisiana.

WITNESSES:

Tarun Geter

CHARLTON RAY BAKER

JAMES REX FAIR, JR.
NOTARY PUBLIC

JAMES REX FAIR, JR.
STATE OF LOUISIANA
Louisiana Bar Roll No. 24791
My Commission Expires at Death

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

AFFIDAVIT OF PRINCIPAL

I, CHARLTON RAY BAKER, being duly sworn, says that he is informed and believes that METOYER RIVER LAND, LLC, is worth over and above, the amount for which they have obligated themselves as surety on the foregoing Bond.

CHARLTON RAY BAKER, OWNER/OFFICER
PRINCIPAL

SWORN TO AND SUBSCRIBED
before me, the undersigned Notary Public on this the 2nd day of November, 2007.

James Rex Fair, Jr.
NOTARY PUBLIC

JAMES REX FAIR, JR.
STATE OF LOUISIANA
Louisiana Bar Roll No. 24791
My Commission Expires at Death

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

AFFIDAVIT OF SURETY

I, CHARLTON RAY BAKER, being duly sworn, says that he is worth over and above the sum of $10,000.00, in assets, located in Natchitoches Parish, Louisiana, the amount for which I have obligated myself as surety on the foregoing Bond.

CHARLTON RAY BAKER
SURETY

SWORN TO AND SUBSCRIBED
before me, the undersigned Notary Public on this the 2nd day of November, 2007.

James Rex Fair, Jr.
NOTARY PUBLIC

JAMES REX FAIR, JR.
STATE OF LOUISIANA
Louisiana Bar Roll No. 24791
My Commission Expires at Death

ENDORSEMENTS:
FILED NOV. 5 2:27 PM '07
Louie Bernard
CLERK OF DISTRICT COURT
By: Shelley Delue Dy. Clerk
NATCHITOCHES PARISH, LA.
INSTRUMENT NO. 308847
MIG BOOK 857
Pg. 366
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STATE OF LOUISIANA
PARISH OF NATCHITOCHES

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS SAME APPEARS ON FILE IN MY OFFICE IN THE ABOVE NAMED PARISH AND STATE TOGETHER WITH ALL ENDORSEMENTS THEREON APPEARING.

WITNESS MY HAND AND SEAL OF OFFICE
THIS 5TH DAY OF NOV. 20 07
DY. CLERK 10th JUDICIAL DISTRICT COURT, LA.
Shelley Delue