

**ACT OF RESTRICTIONS
WYNDHAM ESTATES, SECOND FILING**

BE IT KNOWN that on this 11th day of June, 2011, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

WYNDHAM ESTATES, LLC

a Limited Liability Company, organized and doing business under the laws of the State of Louisiana, represented herein by its duly authorized member, Calvin L. Blount, by virtue of the Certificate of Authority a copy of which is on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, whose present mailing address is declared to be 35241 Bend Road, Denham Springs, LA 70706, hereinafter referred to as "Developer", who did depose and say that:

Developer is the owner, subdivider and developer of the real property hereinafter described, and by this act, imposes upon the property described herein the restrictions, conditions, liens and servitudes hereinafter set forth.

1. PURPOSE

The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and annuities in that community. The real property described herein is hereby subjected to the covenants, restrictions, servitudes, conditions, reservations, liens and charges herein set out to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from streets; and, in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchases by building sites therein.

2. THE PROPERTY

2.1 The real property now owned by the Developer and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein:

Those certain lots or parcels of ground, together with all buildings, improvements and component parts thereon, and with all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in that subdivision of the Parish of Livingston, State of Louisiana, known as WYNDHAM ESTATES, SECOND FILING, and being more particularly described on the official map of said subdivision entitled "Final Plat of Wyndham Estates, 2nd Filing, Lots 19-74 (formerly Miley Estates First Filing) Located in Sections 20, 21 & 28, T6S, R3E, G.L.D., Livingston Parish, Louisiana for CJS Development, LLC, 9330 Pecue Lane, Baton Rouge, Louisiana 70809 Ph No 225-755-0690" dated May 10, 2011 prepared by Alvin Fairburn & Associates, LLC recorded in Plat Book 63 Page 180 File



743988 in the office of the Clerk and Recorder for the Parish of Livingston, Louisiana, as LOT NUMBERS NINETEEN THOROUGH SEVENTY FOUR (19 THRU 74), INCLUSIVE, said subdivision, said lots having such measurements and dimensions as indicated on said map, said lot being subject to such servitudes and restrictions as are of record in the office of the Clerk and Recorder for the Parish of Livingston, Louisiana.

[hereinafter referred to as the "Property"]

2.2 The Property and all other portions thereof hereinafter shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.

3. IMPROVEMENT RESTRICTIONS

3.1 An Architectural Control Committee (Committee) shall be composed of the Developer and other members as appointed by the Developer, until such time as Developer shall release this right to the lot owners in the subdivision. The Committee shall serve without pay and shall check all building plans to ascertain their compliance with all of the restrictions as set forth herein. In the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, the decision of the Committee shall be final and non-appealable.

The first member(s) of the committee are:

**CALVIN L. BLOUNT
35241 BEND ROAD
DENHAM SPRINGS, LA 70706**

**DANA RUSHING
34875 MOLLY DRIVE
DENHAM SPRINGS, LA 70706**

3.2 The term Association as referred to in these restrictions refers to the collective group of lot owners in Wyndham Estates, Second Filing whether organized as an unincorporated association or duly incorporated under the laws of the State of Louisiana.

3.3 No residence, building, fence, wall or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, and the grading plan of the lot shall have been submitted to and approved in writing by a majority vote of the Committee. For development purposes, including development of future filings and sale of lots, Developer is allowed to place a temporary office, shop, or sales tent on the property. One permanent type building may be placed on a lot by Developer if said building conforms to the type of construction being used and can be incorporated into the future home to be placed upon that lot.

3.4 One (1) set of plans, including plot plan, must be submitted for Committee approval to be retained by the Committee. In the event an agreed plan is stipulated in writing in the contract of purchase from the Developer, the Committee shall be deemed to have approved automatically the plan provided the plan does not violate the restrictions as set forth herein.

3.5 No house shall be erected, altered, placed or permitted to remain on any one of the said lots other than one (1) detached single family dwelling not to exceed two (2) stories in height, a private garage or carport, and other accessories incidental to residential use of said lots, such as swimming pools, bathhouses and/or gazebos. Private garages or carports shall load from the side or rear and shall not face the street on which the lot fronts. In order to assure that location of houses will be harmonious, that the maximum amount of view will be available to each house, that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of other houses, large trees, common facilities and similar considerations, the Committee reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site, location and orientation of any house, dwelling or other structure upon all residential

building sites; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided, that in the event an agreed location is stipulated in writing in the contract of purchase from the Developer, the Committee shall approve automatically such location for a residence.

3.6 In the event the Committee fails to approve or disapprove within thirty (30) days after any matter, including plans and specifications for construction, has been submitted to it or in any event if no suit, evidenced by a notice of lis pendens, is filed by the Committee against the lot owner seeking the enforcement of this restriction before substantial completion of the improvements, approval shall not be required by the Committee; however, all other restrictions shall continue to apply.

3.7 Lots nineteen (19) through seventy four (74), inclusive, shall have a minimum square footage of living area of One Five Hundred (1,500) square feet.

No multi-story residence shall be erected on any lot in Wyndham Estates, Second Filing, containing, exclusive of porches, breezeways, garages and carports, less than One Thousand Four Hundred Fifty (1,450) square feet of living area on the first floor.

3.8 Unless approved in advance by the Committee (and provided that the placement on said lot does not violate any zoning or subdivision ordinances or regulations), no residence shall be built nearer than five (5') feet to the sideline of a lot, except as otherwise shown on the official subdivision plat. Setback lines shall be in accordance with the official subdivision plat or as set by the Committee.

3.9 Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone, or asbestos, and not more than sixty (60%) percent of the exterior, at the discretion of the Committee, may be wood or a similar building material, unless approved by the Committee. No vinyl may be used on front of house. All painted exteriors must have at least two (2) coats. No window mounted heating or air conditioning units are permitted. The finish on the front of the house must be brick, stucco or likeness, or real wood as approved by the Committee. Facia or soffit may be wood, vinyl or metal. The Committee may impose other appropriate and reasonable standards for exterior finishes and materials which it may deem undesirable or which, in its discretion, detracts from the value of the building or structure itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures.

3.10 No roof shall have less than an 8 on 12 pitch. All roofing shall be architectural shingles.

3.11 The elevation of each house slab shall be at such elevations as prescribed by the Livingston Parish Department of Public Works and in accordance with the ordinances and regulations of Livingston Parish.

3.12 Fireplace flues and chimneys shall be covered with the same materials as used on the exterior of the residence. Domed caps must be used over the fireplace chimney.

3.13 No fence shall be erected on a lot closer to the front than the building setback line of that lot. All fencing material must be wood, brick, stucco or wrought iron, unless otherwise approved by the Committee.

3.14 No garage apartment shall be built on any of the lots, unless approved by the Committee. Carports and/or garages shall not be changed from their original intended use without Committee approval. The intent of this restriction is to eliminate the enclosure of a carport or garage into living area and thus leave no covered parking area.

3.15 Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the final plat of Wyndham Estates, Second Filing.

3.16 Nothing in these restrictions shall prohibit an owner of any two (2) adjoining lots having frontage on the same street from erecting a residence on two (2) lots, which shall be considered, for the purpose of these restrictions, as one (1) lot.

3.17 No lot or lots shall be sold except with the description as shown on the plat of the subdivision referred to above; provided, however, that any lot or lots may be subdivided or re-platted with written consent of the Committee, evidenced by a majority vote thereof.

3.18 No outside lines, outside television antennas, above ground improvements or hanging devices shall be allowed without the written consent of the Committee.

3.19 Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Committee, and any standard adopted respecting any restrictions in this regard shall be final.

3.20 Landscaping, as approved by the Committee, shall be installed within sixty (60) days of occupancy. No artificial grass, plants or vegetation shall be permitted without the written consent of the Committee.

3.21 All mailbox locations and specifications must be approved by the Committee and shall be of a decorative type selected by the Committee.

3.22 Driveway construction and lot grading from the street to the front building line shall be approved in advance by the Committee and/or Parish and shall take into consideration the existing drainage swales along the road side and MUST CONFORM TO THE SUBDIVISION DRAINAGE PLAN.

3.23 The Developer reserves the right to amend this Act of Restrictions one or more times. The amendment shall be in writing and shall be effective when filed for registry in the official records of Livingston Parish, State of Louisiana. Upon the filing of an amendment of this Act of Restrictions, the building and use restrictions contained in this Act shall be binding on each lot in Wyndham Estates, Second Filing and fully enforceable by each lot owner in the subdivision.

4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 Homes in Wyndham Estates, Second Filing, shall be used for residential purposes only. No part of any property in this subdivision shall be used for apartment houses or for the conduct of "in the home" occupations, such as medical, hair dresser, or other offices or shops of any kind, for schools, churches, assembly halls or fraternity houses. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. The determination of a situation as nuisance is at the sole discretion of the Committee and that determination shall be final.

4.2 Should construction of a prospective residence, building, or other structure not be commenced within six (6) months after approval by the Committee, and be pursued diligently thereafter, or should construction not be completed within twelve (12) months after the approval, then the approval of the Committee shall be automatically withdrawn. The Committee may grant extensions of its approval from time to time for good cause stated. Should construction not be commenced or completed for reasons beyond the control of the lot owner or his contractor, such as acts of God, strikes, national calamity or similar events, then the time deadlines provided herein shall be extended by the Committee in proportion to the delay caused by the event.

4.3 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free from noxious odors and insects.

4.4 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. The keeping of a mobile home or trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited.

4.5 No automobile, boat, truck, bus, trailer, camper or other vehicle, or conveyance shall be parked, kept, stored or permitted to remain on any lot for over thirty (30) days unless kept within a carport, garage or a location approved by the Committee in advance. No owner or his assignee shall regularly permit the parking of any such automobile, boat, truck, bus, trailer, camper or other vehicle or conveyance in any street right of way in the subdivision.

4.6 No sign of any kind, except standard real estate signs, shall be displayed to the public view on or from any building site without the prior consent of the Committee or its agents.

4.7 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.8 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed.

4.9 Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot(s), residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep their lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Committee may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees.

5. MISCELLANEOUS PROVISIONS

5.1 These stipulations and restrictions 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 (25) years from this date, at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by written consent of the majority of the then owners of the lots in said subdivision, duly recorded in the conveyance records of this Parish, it is agreed to change said stipulation and restrictions in whole or in part, in which event the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to abolish shall cease to have further force or effect at the end of the then current term, and all remaining restrictions, amended or otherwise, shall remain in full force and effect for the succeeding term.

5.2 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot, or the developer or the Committee, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing and to recover damages or other amounts for such violation. Any first or subsequent purchaser of any lot in Wyndham Estates, Second Filing shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek both of those types of relief or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.3 Invalidation of any one of these restrictions, or part thereof, by judgment or Court Order, or as herein provided, shall in no way affect any other provision herein contained, which other provisions shall remain in full force and effect.

WITNESSES:



Maurice Melancon

Becca Barnett

Becca Barnette

WYNDHAM ESTATES, LLC



BY: CALVIN L. BLOUNT,



NOTARY PUBLIC