AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WYNDHAM ESTATES SUBDIVISION, SECOND (2ND) FILING

BEFORE ME, the undersigned Notary Public, came and appeared:

Wyndham Estates, LLC, being the developer of Wyndham Estates Subdivision, Second Filing, hereby declare that it wishes to amend the restrictions recorded in the official records of the Clerk of Court of Livingston Parish, Louisiana at COB 1104, Page 766 File #746188 which affect the lots in the said subdivision. I0n accordance with Paragraph 3.23 of said restrictions, it now wishes to amend the restrictions to add Section 6 to read as follows:

6. MAINTENANCE ASSESSMENTS

6.1 **CREATION OF ASSESSMENT.** Each Owner of a Home, by recordation of an act transferring title of a Lot to said Owner and construction of a residence to qualify the Lot to be classified as a Home under these restrictions or by recordation of an act transferring title of a Lot which already qualifies as a Home to said Owner, whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association: (a) annual assessments or charges; (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments shall include such interest thereon and costs of collection thereof as hereinafter provided, shall include such interest thereon and cost of collection thereof as hereinafter provided. The obligation to pay each such assessment, together with the interest thereon and cost of collection thereof as hereinafter provided, shall be both a real obligation associated with each Home and also a personal obligation of the Owner of each Home at the time when the assessment came due.

6.2 **PURPOSE OF ASSESSMENT.** Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and any other property whose restrictions are administered and enforced by the Association and to provide services and facilities devoted to such purposes and related to the use and enjoyment of the Common Properties. Assessment proceeds shall be used by the Association to pay taxes and insurance on the Common Properties and for repairs and additions to, and replacement of, the Common Properties and improvements located thereon or used in connection therewith, including, without limitation, keeping cul-de-sacs and Common Properties mowed and free of litter and debris, maintaining the entrance to the subdivision, and maintaining the subdivision sign, and for the cost of services, labor, equipment, materials, postage, management and supervision incurred in connection with the Common Properties in any way connected with the fulfillment of the purposes set forth above.

6.3 **BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. The annual assessment shall be $250.00 per Lot or Home.** The annual assessment may be increased by a vote of the Owners, as hereinafter provided, for the next succeeding three (3) years and again for each successive three (3) year period thereafter. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, adjust the amount of the annual assessment as needed for expenses. Developer shall be exempt from assessments.

6.4 **SPECIAL ASSESSMENTS.** In addition to the annual assessments authorized by 6.3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto or for the fulfillment of any other obligation incurred by the Association. Any such assessment shall have the approval of two-thirds (2/3) of the votes of the Owners (by Home) who are voting in person or by proxy at a meeting duly

called for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6.5 **CHANGE IN BASIS AND MAXIMUM ANNUAL ASSESSMENTS.** Subject to the limitations in Section 6.3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 6.3 hereof prospectively for any such period provided that any such change shall have the approval of two-thirds (2/3) of the votes of the Owners (by Home) who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. Written notice of the meeting shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting. The limitations of Section 6.3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to the merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation or the acceptance of obligations to administer or enforce restrictions for other property.

6.6 **QUORUM FOR ANY ACTION AUTHORIZED UNDER 6.4 AND 6.5.** The quorum required for any action authorized by Sections 6.4 and 6.5 hereof shall be as follows: At the first meeting called, as provided in sections 6.4 and 6.5 hereof, the presence at the Association meeting of Owners, or of proxies, entitled to cast sixty (60) percent of all the votes (by Home) of the Owners of all Homes shall constitute a quorum. If the required quorum is not forthcoming at such a first meeting, subsequent meetings may be called, subject to the notice requirement set forth in Sections 6.4 and 6.5, and the required quorum at any such subsequent meeting shall be half of the required quorum at the preceding meeting until such time as a quorum is obtained, provided that each such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7 **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.** The annual assessment shall commence on June 1, 2012. The assessment shall be collected in advance and prorated for the remainder of that calendar year. The assessments for each subsequent year shall become due and payable in advance for the year on June 1 of that year.

6.8 **DUTIES OF THE BOARD OF DIRECTORS REGARDING ASSESSMENTS.** The Board of Directors of the Association shall keep a roster of the Homes and assessments applicable thereto which shall be open to inspection by any Owner upon reasonable notice to the President of the Association. Written notice of the assessment shall thereupon be mailed to every Owner subject thereto at least thirty (30) days prior to the due date of each assessment, notice being complete upon mailing. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid.

6.9 **EFFECT OF NON-PAYMENT OF ASSESSMENT.** If any assessment, or other charge or expense set forth in these restrictions, is not paid on the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and costs of collection thereof as hereinafter provided. Payment of each assessment, charge or expense is to be a real obligation running with each Home and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees, and assigns and also shall be a personal obligation of the then Owner and shall remain his personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by them (although it shall remain a real obligation incidental to ownership of the Home affected and shall remain subject to any privilege to which the Association may be entitled). If any assessment, charge or expense is not paid within thirty (30) days after the date due, the assessment, charge or expense shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, the Association shall be entitled to a privilege against the affected Home in accordance with LA-R.S. 9:1145, *et seq.*, and the Association may, at any time after an assessment, charge or expense becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for **Livingston**, Louisiana, identifying the nature and amount of the assessments, charges or expenses which have not been paid, a description of the Home or Homes for which the assessments, charges or expenses have not been paid and the name or names of the Owners personally obligated to pay the assessment and the name of the then Owner of the Home or Homes affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owners

named therein by certified mail, registered mail, or personal delivery. The Association may bring an action against the Owner personally obligated to pay the unpaid assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs the other expenses incurred by the Association in connection with collection of such assessment, charge or expense. In the same action or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation provided by these restrictions and the privilege provided for in La.-R.S. 9:1145, *et seq.*, by proceeding "in rem" against the affected Home and Its Owner for the amount of unpaid assessments, charges or expenses together with legal interest thereon from the date due and reasonable attorney's fees.

6.10 **EXEMPT PROPERTY.** The following property subject to this Declaration shall be exempt from any and all assessments, charges and liens created herein or subsequently imposed in accordance herewith:

(A) all Lots or other property owned by the Developer for as long as said Lots are owned by the Developer;
(B) any part of the Property dedicated to and accepted by the local public authority and devoted to public use;
(C) all Common Properties.

6.11 **RESUBDIVISION.** In the event the resubdivision of two (2) or more Lots results in existence of less than the number of Lots included in the resubdivision, each Lot created by such a resubdivision and the Owners thereof shall be subject to an assessment equal to a regular Home assessment plus the product of the amount of regular Home assessment and the ratio of the total square footage of the resulting Lot to the total square footage of the Lots included in the resubdivision, once the resulting Lot becomes a Home under these restrictions, provided, however that no reduction in any assessment shall ever be made as a result of any resubdivision.

All other provisions of the restrictions shall remain unchanged.

Thus done and signed on the 19th day of June, 2012, in the presence of the undersigned witnesses.

WITNESSES:

BECCA BARNETTE

TAMI T. BYRD

WYNDHAM ESTATES, LLC

BY: CALVIN L. BLOUNT,
AUTHORIZED MEMBER

NOTARY PUBLIC

RONNY J. CHAMPLIN
ATTORNEY AT LAW (LA BAR # 04017)
NOTARY PUBLIC (ID # 31473)
MY COMM EXP: AT DEATH