

**SECOND AMENDMENT TO DECLARATION OF RIGHTS, COVENANTS,  
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE  
TO LAKE VILLAS CROSSING**

BE IT KNOWN, that on this 16 day of March, 2023, before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

**Alvarez Construction Co., L.L.C., (TIN XX-XXX6611)**, a Louisiana Limited Liability Company, domiciled in the Parish of East Baton Rouge, represented herein by Carlos Alvarez, its duly authorized Manager, pursuant to a Certificate of Authority recorded as Original 816, Bundle 12626, of the records of the Clerk and Recorder for East Baton Rouge Parish, State of Louisiana; whose permanent mailing address is 15015 Jamestown Blvd., Ste. 100, Baton Rouge, Louisiana 70810 (hereinafter “Declarant”);

who did depose and say that:

**RECITALS**

A. Declarant is the owner of the real property described as:

**FORTY-TWO (42) CERTAIN LOTS OF PARCELS OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of **East Baton Rouge**, Louisiana, in that subdivision thereof known as **LAKE VILLAS CROSSING (A RESIDENTIAL DEVELOPMENT)**, and being designated on the official plat thereof on file and of record as Original 915, Bundle 13188, in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, as **LOT NUMBERS ONE (1) THROUGH FORTY-TWO (42), INCLUSIVE**, said subdivision; said lots having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on the official subdivision plat

(“Lake Villas Crossing Property”) which is the subject of this Second Amendment to Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Lake Villas Crossing (as may be amended from time to time) (hereinafter “Second Amended Declaration”);

B. Lake Villas Crossing are subject to that certain Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Lake Villas Crossing dated November 30, 2021 and recorded on December 1, 2021 with the office of the Clerk of Court and Recorder of East Baton Rouge Parish at Original 213, Bundle 13152, (hereinafter “Master Declaration”) and that certain First Amendment to Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Lake Villas Crossing dated July 11, 2022

and recorded on July 12, 2022 with the office of the Clerk of Court and Recorder of East Baton Rouge Parish at Original 321, Bundle 13200 (hereinafter "First Amended Declaration").

C. Declarant states that the land has been subdivided and developed into residential lots on the Lake Villas Crossing Property for sale as depicted on the "Revised Final Plat of Lake Villas Crossing, a Residential Development, Lots 1 Thru 42 (Inclusive), Tract "CA-1" & "CA-2" Formerly Being Tract C-2A-1-B-1-A Being a Portion of the Nelson Tract Located in Section 36, T7S-R1W, Greensburg Land District, East Baton Rouge Parish, State of Louisiana, for Lancaster Development, LLC" prepared by MR Engineering & Surveying, LLC, dated November 12, 2021, revised on May 16, 2022, filed and recorded with the Clerk and Recorder for East Baton Rouge Parish, Louisiana at Original 913, Bundle 13188;

D. Lake Villas Crossing shall be subject to the terms and conditions of the Master Declaration and this Second Amended Declaration upon the date of March 16, 2023;

E. Declarant believes that the establishment of a uniform plan of residential development affecting Lake Villas Crossing according to the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Second Amended Declaration will enhance the value of Lake Villas Crossing; and

F. Declarant intends that the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Second Amended Declaration shall run with Lake Villas Crossing, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in Lake Villas Crossing, and their heirs, successors and assigns.

G. Pursuant to Article XIV, Section 14.01 of the Master Declaration, Declarant reserved the right to amend and modify the Master Declaration as set forth below.

NOW THEREFORE, in consideration of the premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant executes this Second Amended Declaration affecting Lake Villas Crossing, and by this Second Amended Declaration, imposes upon Lake Villas Crossing the restrictions, conditions, liens and servitudes hereinafter set forth. Declarant desires to amend the Master Declaration as follows:

1. **Section 1.15 FINAL PLAT OR SUBDIVISION PLAT** means all Final Subdivision Plats of **LAKE VILLAS CROSSING** as recorded in the records in the Office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana including but not limited to the "Revised Final Plat of Lake Villas Crossing, a Residential Development, Lots 1 Thru 42 (Inclusive), Tract "CA-1" & "CA-2" Formerly Being Tract C-2A-1-B-1-A Being a Portion of the Nelson Tract Located in Section 36, T7S-R1W, Greensburg Land District, East Baton Rouge Parish, State of Louisiana, for Lancaster Development, LLC" prepared by MR Engineering & Surveying, LLC, dated November 12, 2021, revised on May 16, 2022, filed and recorded with the Clerk and Recorder for East Baton Rouge

Parish, Louisiana at Original 913, Bundle 13188 (hereinafter "Revised Final Plat").

**2. Section 3.08 ANIMALS.** There shall be no raising or even the presence of livestock of any kind on any improved lot, unapproved lot or any common area. Common household pets such as dogs and cats may be kept in any one Dwelling Unit. Any wild or exotic animal, as defined by Louisiana law, are not permitted in the Dwelling Unit or on Lot. In the event that an Owner wishes to have a household pet in a Dwelling Unit, then such Owner shall be required to register the pet with the Association and provide a veterinarian certificate or proof of the pet's annual vaccines. Pets shall not roam freely, and must be leashed or detained by fences. Household pets shall not be of such kind or disposition, or kept in such numbers to cause a nuisance. Any areas located on a Lot for the maintenance or confinement of pets is subject to prior approval by the Contractor or Association, but in all situations, said confinement shall be constructed in the rear of the Dwelling Unit. The Owner of a pet, leashed or unleashed, is responsible for the removal of feces from any lot not owned by the Owner of the pet and all common areas. No kennels shall be placed in a location on any Lot where they can be seen from the street. Excessive and bothersome barking or noise made by residential pets will not be tolerated and may be addressed under Section 3.12 and other provisions in the Master Declaration and this First Amended Declaration.

**2. Section 3.20 LANDSCAPING AND HARDSCAPING.** No landscape installation shall be made without prior presentation of plans to the Architectural Committee for review and approval. No landscaping in drainage servitudes. No weeds, underbrush or other unsightly growth which would unreasonably interfere with the enjoyment of adjacent Property Owners shall be permitted to grow or remain, and no refuse pile or unsightly objects shall be allowed to be placed or to remain upon any part of a Common Area, or road right-of-way.

All landscaping of any Lot shall be completed within sixty (60) days from the completion of construction of improvements.

Each individual Lot owner, including vacant Lot owners, are responsible for the maintenance of all landscaping on his Lot and for maintaining his Lot, Duplex, Dwelling Unit, 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 all Lots mowed at all times and free from unsightly objects, weeds, underbrush, rubbish, trash, debris and noxious weed, or other unsightly growth, in default of which the Contractor or the Association may cause such work to be performed and may demand and sue for reimbursement for such costs, penalties and reasonable attorney's fees, including the collection of said attorney's fees. The Association dues will include the cost of individual Lot maintenance; however, the Lots are still officially the responsibility of the Owner. Upon Declarant's voluntary relinquishment to the

Association, the Owners may choose to vote to maintain his own Lots and not have the Association dues cover that cost.

Nothing shall be altered or constructed in or removed from Common Area landscaping, if any, as shown on the final plat, except upon the written consent of Contractor or the Association.

There shall be no storage or obstructions placed or parked on any Common Area landscaping, if any, without the prior written consent of Contractor.

This Document, the restrictions contained throughout and these provisions in particular shall not apply to Contractor until the last Lot is sold to an Owner other than Contractor.

**3. Section 3.21 FURNITURE FOR FRONT PORCH, BALCONY AND YARD.** It is required that any furniture for the front porch, balcony or yard shall be approved by the Association Design Review Board or Association Board of Directors before installing and is at the discretion of said boards.

**4. Section 3.23 POOLS, SPAS, HOT TUBS.** Pools, spas, or hot tubs are not permitted on the Lot or in the Dwelling Unit.

**5. Section 3.27 BASKETBALL GOALS.** Basketball goals or backboards are not permitted on any Lot.

**6. Section 3.28 TEMPORARY STRUCTURES.** Structure of a temporary character, trailer, basement, shed, tent or shack are not permitted on any Lot. Storage building of any type are not permitted on any Lot. There shall be no occupancy of any Duplex or Dwelling Unit until the interior and exterior of the Duplex is completed and a certificate of occupancy, or other satisfactory evidence of completion, is received and approved by Contractor or the Association. Any prefabricated structure is considered a temporary structure.

**7. Section 3.30 FENCES.** No fencing or similar improvements is permitted on any Lot, including shrubbery used in a fence like manner, unless otherwise provided by the Contractor. All fencing will be maintained by the Association.

**8. Section 3.31 FENCES ON LOTS ADJACENT TO COMMON PROPERTY (INCLUDING PARK AREAS, RECREATIONAL FIELDS AND PATHWAYS).** No fences are permitted on any Lot having frontage on any common properties, including common areas, recreational areas, park areas, pathways, and the like ("lot neighboring common areas"), unless otherwise provided by the Contractor. All fencing will be maintained by the Association.

**9. Section 3.32 GARAGES.** Each Dwelling Unit has a one-car garage and there is a one-car carport for each unit. There is a minimum of one car parked in

each and no parking on any garage or carport aprons. No more than two cars total parked at any one unit at any time. All guests are required to park in guest/additional parking areas only.

**10. Section 3.33 RECREATIONAL VEHICLES AND BOATS.** Boats, boat trailers, four wheelers, dirt or street motorcycles or trailer for such, house trailers, horse trailers, trailers, campers, motor homes, unmaintained cars, trucks, or any similar items are not permitted on any Lot. No trailer, shed, motor home, tent, garage, barn, or other outbuildings shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

**11. Section 3.34 REMEDIES FOR VEHICLE AND RECREATIONAL EQUIPMENT VIOLATIONS.** Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association or Contractor, at the sole expense of the Owner of such vehicle or recreational equipment. The Association or Contractor shall not be liable to the owner or anyone else of such vehicle or recreational equipment for trespass, or conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner to receive any notice of said violation shall be grounds for relief of any kind.

**12. Section 3.35 PARKING.** All automobiles owned or used by Owners or occupants of any structure located on any Lot (other than temporary guests and visitors remaining for less than forty-eight (48) hours) shall be parked in garages and carports, not on any of the Private Roadways, Alleyways, or Servitudes of Passage. No more than two (2) vehicles may ever be simultaneously parked on any single Lot at one (1) time, with one (1) vehicle in the garage and one (1) vehicle under the carport. All other temporary guests and visitors are required to park in the guest/visitor parking spaces and walk to their destination; provided, however, that no vehicles may be parked on any of the Private Servitudes of Passage or other driving surface in any manner that blocks the driving surface in any Private Servitudes of Passage or private driveway. Any unregistered, unauthorized or illegally parked vehicle of any kind will be towed at the expense of the owner of the vehicle. The Association shall have the authority to promulgate Residential Rules and Regulations to govern vehicle operation and parking in Lake Villa Crossing. Furthermore, the Association prohibits dirt bikes, motorized bicycles, motorized go-carts, golf-carts and other similar vehicles from being operated upon any portion of Lake Villas Crossings and reserves the right, at any time, to prohibit the use of motorcycles should they become a nuisance to the community. The keeping of a mobile home, trailer, or recreational vehicle (RV), either with or without wheels on any Lot covered by this Supplemental Declaration is prohibited. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any lot except (a) within enclosed garages or (b) for emergency

repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

**13. Section 3.36 AIR CONDITIONING/WINDOW COVERINGS.** No window mounted air conditioning or heating units or any air conditioning units that require hoses of any sort to run from the inside of the home to the outside through a window or door are allowed. Window coverings are required and cannot have no coverings at all. Interior window coverings must be lined in a neutral color so as not to detract from the exterior of a Duplex and/or Dwelling Unit. All air conditioning compressors and other similar equipment shall be visually screened from the street and from side yard view by appropriate fencing, screening, or landscaping. Details shall be submitted with the landscape plan for approval. No foil, sheets, reflective materials, paper or other inappropriate materials or bright colors shall be used on any windows for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis.

**14. Section 3.40 YARD OR DECORATIVE ORNAMENTS.** Artificial flamingos, deer, spinners, gazing balls, pirogues, decorative iron, yard signs and such tableau of any type must be approved by the Design Review Board prior to placement. No more than two (2) approved yard decorations or tableaus of any type may be placed in areas that are visible from the street or any other portion of Lake Villas Crossing other than the Lot on which the decoration or other tableau is exhibited. The yard decorations must be architecturally proportionate to the size of the dwelling constructed on the Lot. The yard decorations must be of a durable nature and may not be made of plastic. Traditional and typical seasonal decorations are permitted within the season (thirty (30) days prior to a recognized holiday or event and fifteen (15) days following the holiday or event). If any such decoration(s) are reasonably deemed offensive, inappropriate or politically motivated by the Design Review Board, the Owner shall be required to immediately remove such decoration(s).

**15. Section 3.43 EXTERIOR MAINTENANCE SERVITUDE.** The Association, its agents and contractors, are hereby granted a valid easement and servitude of use and maintenance across and upon the exterior of each Dwelling Unit located on a Lot for performing painting, staining and pressure washing. The intent of this servitude is to ensure that the exteriors of each Dwelling Unit are painted in consistent colors, remain painted and/or stained in good condition, and keep the exterior of Dwelling Units and roofs in clean condition. The expense for the use, maintenance and upkeep of such servitude on each Lot shall be paid by the Association, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. The Association shall have the discretion to determine how often such maintenance shall occur on the Lots and shall have no obligation to perform such use, maintenance and upkeep. In no event shall the Association be deemed responsible to provide any structural maintenance, water intrusion prevention, repairs or replacements of a Dwelling Unit, and such responsibility shall remain

with the applicable Owner. In the event that the Association performs any use, maintenance or upkeep as described in this Section, the expense may be assessed as a Residential Assessment if such use, maintenance or upkeep applies to at least a majority of Lots or shall be assessed as an Individual or Special Assessment against the applicable Lot if such use, maintenance or upkeep applies to less than a majority of Lots (or is due to the negligence or willful acts or omissions of a Lot Owner).

**16. 3.44 PARTY WALL.** Each wall which is built as a part of the construction of any Dwelling Unit upon Lake Villas Crossing and placed on the dividing line between the Lots shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be paid by the Owners of the Dwelling Units connected by the party wall. Such expenses shall be divided equally between the two (2) Owners unless the general rules of Louisiana law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. If the party wall is destroyed or significantly damaged, the adjoining Owners shall have a mandatory obligation to repair or replace the wall utilizing materials which are substantially similar the original materials and the party wall shall be equal in strength to the original construction. Each Owner may use the party wall as he sees fit provided the use does not infringe on the rights of the adjoining Owner. No Owner may raise the height of the party wall. No Owner may make an opening in the party wall without the consent of the adjoining Owner.

**17. 3.45 MAINTENANCE OF ROOF.** The Owner of a Lot is responsible for the maintenance, repair and upkeep of the roof of his Dwelling Unit. If the roof is damaged, the Lot Owner is obligated to immediately repair the roof using the same materials and design as used in the original construction such that the roof will be consistent with adjoining roofs. This mandatory obligation of replacement or repair of a damaged roof must be commenced within sixty (60) days of the damage of the roof and completed within twelve (12) months from the date of the damage of the Dwelling Unit. Roofs shall be subject to the maintenance servitudes described in this Article 3. In the event the Lot Owner has failed to commence the repair or replacement of the roof required by this Section within sixty (60) days of the occurrence of the damage to such roof, then ten (10) days following the expiration of such sixty (60) day period: (i) the Association shall have the right, but not the obligation to repair or replace the Dwelling Unit's roof; and (ii) the Association may charge the cost of such repairs or replacement to the Lot Owner as an Individual Assessment.

**18. 3.46 SERVITUDES FOR ACCESS AND SIDEWALKS.** Declarant hereby grants to the Association, the Owners and their respective successors and assigns, (a) a non-exclusive predial servitude and right of use upon, over, and across the sidewalks constructed on each Lot; and (b) a non-exclusive servitude of pedestrian and vehicular access over the Private Servitudes of Passage, subject to this Declaration and the Rules and Regulations. To the extent that these non-

exclusive servitudes and rights of use exist in favor of the Owners, it shall be appurtenant to each Owner's Lot and shall automatically pass with the title to the Lot.

**19. 3.47 LANDSCAPE SERVITUDES.** Landscaping (and sprinklers, if installed) have been or will be placed and maintained on portions of the Residential Common Areas bordering the front of certain Lots of Lake Villas Crossing. The Association, its agents and contractors, are hereby granted a valid easement and servitude of landscaping and lawn care use and maintenance across and upon each such Lot where necessary for maintenance of landscaping installed upon abutting Residential Common Areas. The servitude includes all of the lawn and landscaped areas located between the Lot and the Residential Common Areas located in front of such Lot. The intent of this servitude is to ensure that the lawns and landscaping situated upon Residential Common Areas are properly maintained.

**20. 3.48 EXTERIOR STRUCTURAL IMPROVEMENTS.** The cost of reasonable repair, maintenance or replacement of the structural integrity and exterior appearance of Dwelling Units (including exterior lighting) shall be the responsibility of the Owner of the Dwelling Unit. The exterior of Dwelling Units shall be subject to the maintenance servitudes described in this Article 3.

**21. 3.49 DAMAGE AND DESTRUCTION.** If a Dwelling Unit is partially destroyed or damaged by fire or other casualty, there is a mandatory obligation to replace or repair the entire Dwelling Unit and party wall in accordance with the provisions of Article 3, unless the general rules of Louisiana law regarding liability for property damage due to negligent or willful acts or omissions shall apply thereto. This mandatory obligation of replacement or repair must be commenced within sixty (60) days of the damage or destruction of the Dwelling Unit and completed within twelve (12) months from the date of the damage or destruction of the Dwelling Unit. If a Dwelling Unit is completely destroyed or damaged by fire or other casualty, the Lot Owner shall, within sixty (60) days of the damage or destruction of the Dwelling Unit, commence such repairs or replacement and diligently pursue the same, provided such repairs or replacement shall be completed within twelve (12) months from the date of the damage or destruction of the Dwelling Unit. Any repairs or replacement of a Dwelling Unit required by this Section shall utilize materials which are substantially similar the original materials. In the event the Lot Owner has failed to timely commence the repairs or replacement of the damaged Dwelling Unit, as required herein, within sixty (60) days of the occurrence of the damage or destruction of the Dwelling Unit, then ten (10) days following the expiration of such sixty (60) day period: (i) the Association shall have the right, but not the obligation to commence such repair and/or replacement upon the Dwelling Unit and/or the Lot; (ii) the Association may diligently pursue such activities on the Dwelling Unit and/or Lot to their completion, and in connection therewith, utilize the insurance proceeds referenced in Section 3.50 below; and (iii) the Association may charge the cost of



such activities to the Lot Owner as an Individual Assessment. In the event the repairs are not completed within twelve (12) months from the date of damage or destruction, the Lot Owner shall pay the Association \$500.00 per day until the repairs or replacement are complete. The Lot Owner and the Association expressly acknowledge and agree that this amount to which the Association may be entitled hereunder in the event of a breach or default by the Lot Owner of this provision, and to which the Association may be entitled to hereunder in the event of a breach or default by the Lot Owner, is a reasonable forecast of just compensation for the harm that would be caused by a breach of or default under this provision, that the above provisions are reasonable in light of the intent of the parties and the circumstances surrounding the execution of this Declaration. All repairs and replacements of the Dwelling Unit shall be in accordance with the original design of the Dwelling Unit and shall be approved by the Design Review Board.

**22. 3.50 MANDATORY INSURANCE.** Each Lot Owner shall be required, at such Owner's sole expense, to keep and maintain the Residential Lot and the Dwelling Unit insured against loss or damage by fire, flood, or other hazard or casualty at all times and the minimum coverage amount for the insurance on the Residential Lot and the Dwelling Unit shall be the full replacement value of the Dwelling Unit, with the Association named as a loss payee and additional insured, such coverage to commence at acquisition and be timely renewed each year thereafter. The insurance shall be in form reasonably satisfactory to the Association and effected by a valid and enforceable policy(ies) issued by insurance company(ies) licensed to do business in the State of Louisiana and reasonably acceptable to the Association, which company or companies are listed in Best Insurance Reports with a rating of AA or better. Each Lot Owner shall furnish a certificate of insurance to the Association complying with the above requirements at the Closing on the acquisition of the Dwelling Unit and each renewal period thereafter. Upon the occurrence of a casualty, the Association may, but is not obligated to, utilize the said insurance proceeds to rebuild the Dwelling Unit as set forth in Section 3.49 above. If a Lot Owner fails to pay the annual premium for such insurance, the Association may, but is not obligated to, pay such premium to avoid cancellation of such policy and immediately seek full reimbursement from such Lot Owner, plus all costs incurred related thereto. If such Lot Owner fails to pay the Association within 10 days after receipt of an invoice therefor, the Lot owner shall owe interest to the Association at the rate of twelve (12%) percent per annum of the outstanding balance from such date of its failure to pay until such is paid in full and the Association shall have lien rights as set forth in Article 8.6 herein. For purposes of clarity, the obligations of Lot Owners set forth in this Section 3.50 shall only apply to a given Lot Owner at such time that a Certificate of Occupancy is granted to a non- Declarant Owner of said Lot.

**23. Section 5.03 SUBMISSION, APPROVAL AND REFUSAL OF ARCHITECTURE, SITING, LANDSCAPING AND OTHER BUILDING**

**PLANS.** A copy of all plans and related data shall be submitted to the Architectural Committee prior to any improvements or modifications of any kind being made to any Lot. The Architectural Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers, or attorney's retainer. Approvals shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval. Plans or sections of Plans, and related data, not approved shall be accompanied by a reasonable statement of items found unacceptable. In the event the Committee fails to approve or disapprove within thirty (30) days following receipt of the written request for approval, approval will not be required by the Committee, however, all other provisions shall continue to apply. Refusal or approval of plans, site location, building height, or specifications may be based by the Architectural Committee upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations.

**24. Section 11.03 APPLICATION OF MAXIMUM ASSESSMENT.** The annual assessments, as set forth in the schedule herein below, and as annually increased pursuant to the provisions of subparagraph (c) below, shall be levied by the Association or by Contractor pursuant to Section 11.01. If, however, the Board of Directors of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by annual assessments less than those set out below, it may levy such lesser assessments. However, so long as Contractor is engaged in the Development of properties which are subject to the terms of this Declaration, the Association may not reduce annual assessments below those set out in subparagraph (a) of this Section without prior written consent of Contractor. The levy of annual assessments less than the maximum regular annual assessments in one (1) year shall not affect the Board's right to levy the maximum regular annual assessments in subsequent years. If the Board of Directors shall levy less than the maximum regular annual assessments for any assessment year and if thereafter, during such assessment year, the Board of Directors shall determine that the functions of the Association cannot be funded by such lesser assessments, the Board may, by majority vote, levy supplemental assessments.

(a) The maximum regular annual assessment shall be the sum determined by the Board of Directors. The regular annual assessment for the year ending December 31, 2022 is One Thousand Four Hundred Four and No/100 (\$1,404.00) Dollars payable annually, including a Seventy Five and No/100 (\$75.00) Dollars, late charge if such annual payment is over thirty (30) days delinquent, and simple interest thereon at a rate per annum equal to ten (10%) percent;

(b) From and after January 1, 2023, the maximum regular annual assessment may be increased, adjusted or reduced from year to year by the

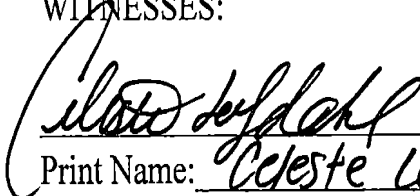
Board of Directors of the Association as the needs of the Subdivision, in the Board's sole judgment, may require.

**25. Section 11.14 INITIAL CAPITAL CONTRIBUTION.** Upon the purchase of any lot or home, at the time of the purchase, the buyer shall contribute Four Hundred and No/100 (\$400.00) Dollars to the Association as an initial capital contribution.

The remaining paragraphs of the Master Declaration, First Amended Declaration and the above amendments constitute the entire governing declaration of rights, covenants, restrictions, affirmative obligations and conditions of Lake Villas Crossing. Should any restriction or covenant in this amendment conflict with the original restrictions referenced above, this document shall govern that rule, restriction, or covenant.

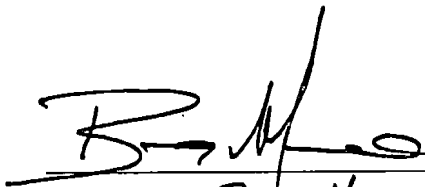
**IN WITNESS WHEREOF**, Declarant has executed this Second Amended Declaration on the date stated above, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

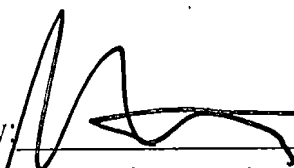
WITNESSES:

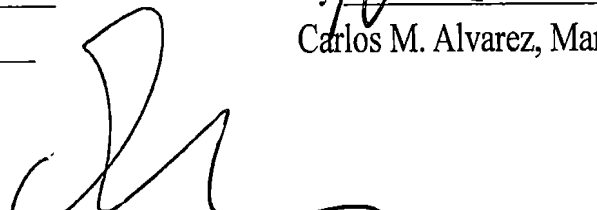
  
Print Name: Celeste Lofdah

DECLARANT:

ALVAREZ CONSTRUCTION CO., L.L.C.

  
Print Name: BRETT MOSES

By:   
Carlos M. Alvarez, Manager

  
My Commission Expires At My Death.

