

**THE SEVENTH AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF CROSS CREEK DELAND PHASE II, A
SUBDIVISION**

ARTICLE I: ORGANIZATION

The Cross Creek Homeowners Association of DeLand, Phase II, is incorporated under the laws of the State of Florida as a Homeowners Association. The Association does not exist for pecuniary gain or profit, but to provide, within the Cross Creek subdivision, the promotion of the health, safety, and welfare of the owners and residents. Through its Board of Directors, the Association exercises all powers and privileges allowed under the laws of the State of Florida. The duties and obligations of the Association members as set forth in this amendment dated April 26, 2022 are added to the original Declaration of Covenants, Conditions, and Restrictions of Cross Creek Deland Phase II, a Subdivision, dated October 2, 1990, and amended on December 10, 1990, November 23, 1994, September 14, 1996, April 27, 1998, March 17, 2000, and May 22, 2002 to the codes and restrictions of the City of DeLand, Volusia County, and the laws of the State of Florida.

ARTICLE II: DEFINITIONS

“Association” shall mean and refer to Cross Creek Homeowners Association of DeLand, Phase Two, Inc., its successors and assigns.

“Board of Directors” shall mean and refer to the five (5) elected members of the Association.

3. “Common Areas” shall mean all real property owned by the Association for the common use and enjoyment of the owners as shown on the subdivision plat.

4. “Lot” shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of Common Areas.

5. “Maintenance” shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. “Maintenance of landscaping” shall

further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment optimum for plant growth.

6. "Member" shall mean every person or entity who holds membership in the Association.

7. "Mortgage" shall mean a lien on real estate.

8. "Mortgagee" shall mean the holder of a mortgage or a beneficiary or holder of a deed of trust.

9. "Owner" shall mean the recorded owner, whether one or more persons or entities of a simple fee title to any lot which is part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security of an obligation.

10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association hereinafter provided.

ARTICLE III: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Membership: Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot. When conducting Association business, homeowners are entitled to one vote per lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the one vote per lot shall be exercised as they may determine among themselves.

ARTICLE IV: ASSESSMENTS

1. Lien and personal obligation of assessments: Each owner of a Lot covenants by acceptance of their deed for such Lot, whether or not it shall be expressed in their deed, to pay the Association a yearly assessment in two installments due January 1 and June 1 and up to two (2) special assessments for capital improvements, if necessary. Special assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such

assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or person unless expressly assumed by them.

2. Annual Assessment: The Board of Directors shall fix the annual assessment.

A. The maximum annual assessment may be increased each year by the Board of Directors, not more than ten percent (10%) above the maximum assessment for the previous year without a majority vote of the members attending the meeting at which the assessment is set for each year.

3. Purpose of Assessments: Annual assessments may be used by the Board of Directors to pay the expenses of the Association, including:

A. Water, sewage, garbage, electrical, lighting, telephone, gas and other necessary utility service for the common areas.

B. Acquisitions of furnishings and equipment for the common areas as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.

C. Fire insurance covering the full insurable replacement value of the common areas with extended coverage.

D. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees of tenants by any Owner arising out of the occupation and or use of the common areas. The policy limits shall be set by the Board of Directors, and shall be reviewed at least annually and increased or decreased in the discretion of the Board.

E. Worker's Compensation Insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.

F. A Standard Fidelity Bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors of the Association. A standard fidelity bond shall be required for the Treasurer and any Director of the Board who has banking authority.

G. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration, or by law, or which shall be necessary or proper in the mission of the Board of Directors of the Association for the operation of the common areas, for the benefit of the lot owners, or for the enforcement of these restrictions.

H. Special assessments may be assessed for specific purposes as approved by the Association members. No special assessment money may be used for investments or to build fund balances unless approved by the Association members.

4. Special Assessments for Capital Improvements and Litigation

A. In addition to the special assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of members.

B. Assessment may be used for the purpose of litigation. However, to commence a lawsuit, at least 75% of the members of the Homeowners Association must approve the proposed expenditure. Additionally, no more than 10% of the annual budget may be allotted for attorney representation for non-litigation matters.

5. Notice of Quorum Authorized under Sections 2 and 4. Written notice of any meeting called for the purposes of taking any action authorized by sections 2 and 4 shall be delivered to all members not less than fifteen (15) nor more than thirty (30) days in advance of such meeting.

6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all lots.

7. Effect of Non-Payment of Assessments:

A. Remedies of the Association: Any assessments unpaid within thirty (30) days after the due date shall be deemed in arrears, and shall bear interest from the first day of delinquency at the rate of ten percent (10%) per annum. At the end of the calendar year, the Association may bring action at law against the owner whose account is in arrears.

B. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or abandonment of their lot.

8. Assessments as Continuing Liens: Any unpaid assessment together with accrued interest and collection costs incurred related to it, including reasonable attorney's fees related to counsel provided concerning an unpaid assessment and representation in collection litigation, shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made, whether or not claim of lien is filed. Each such assessment together with such interest thereon and the cost of collection including reasonable attorney's fees as above established shall also be the personal obligation of the person who was the "Owner" of such real property at the time when the assessment first became due and payable, and also the joint and several obligation of any subsequent grantees who take title without first obtaining a letter from the Association as herein provided, that there are no outstanding assessments against the lot being purchased. In the case of co-ownership or co-tenancy of a lot or dwelling unit, each owner or tenant shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorneys' fees. Prospective purchasers are hereby notified of the possible charge against the property in the subdivision.

9. The lien created pursuant to this Declaration shall be perfected by the recording in the official public records of Volusia County, Florida, of a "Claim of Lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts

due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The Claim of Lien may include assessment, which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. An officer of the Association shall satisfy the Claim of Lien record. The Claim of Lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's Claim of Lien, and shall likewise be subordinate to any lien filed by the Cross Creek Homeowners Association Phase, Two, Inc. pursuant to prior restrictions.

10. Lien Foreclosure: The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payments of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

11. Notice of Lien Rights: All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all of such persons, firms, corporations and other business entities shall acquire their rights, title and interest in and to said lot or dwelling unit expressly subject to the lien rights provided herein.

12. Delivery of Current Status: The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of assessments on such owner's lot or dwelling unit. When

executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

ARTICLE V: PROPERTY RIGHTS

1. Owner's Easement of Enjoyment: Every owner of a lot shall have a right and easement of enjoyment in and to the common areas, which shall be appurtenant to and shall pass with the title of such lot, subject to the following rights of the Association:

A. The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common areas.

B. The right to suspend the right of use of recreational facilities and the voting rights of any owner of periods during which assessments against their lot remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for a period not to exceed forty-two (42) days for any infraction of the published rules and regulations for the Association.

C. The right to dedicate or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless and instrument executed by two-thirds (2/3) of the members {of the Association} agreeing to such dedication or transfer has been duly recorded.

2. Delegation of Use: Subject to such limitations as may be imposed by the bylaws, each owner may delegate their right of enjoyment in and to the common areas and facilities to the members of their family, their guests, tenants, and invitees.

3. Other Easements:

A. Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with, or

change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

B. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any purposes for which such easements, reservations and rights of way are reserved.

4. Right of Entry: The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot and any body of water in the subdivision at any reasonable hour on any day to perform such maintenance as may be authorized herein.

5. No Partition: There shall be no judicial partition of the common areas, nor shall Declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

ARTICLE VI: SUBDIVISION GUIDELINES

1. Architectural Review Board: The Cross Creek Homeowners Association (CCHA), to give guidelines to owners and builders concerning construction, has appointed an Architectural Review Board (ARB). The ARB shall be comprised of not less than two (2) nor more than five (5) persons. The Association Board of Directors (BOD) shall appoint the members of the ARB. In the event of death, resignation, inability to serve or other vacancy in office of any member of the ARB, the BOD shall promptly appoint a successor member. The membership rules of

procedure and duties of the ARB shall be prescribed by and, from time to time, changed or modified by the BOD. The ARB reports to and is responsible to the BOD.

2. Duties of the Architectural Review Board (ARB):

A: Requirements for Builders:

1. Deliver to the ARB two (2) sets of house plans, specifications, and landscaping plans (location of sod, type of sod, approximate square footage of sod) at least fifteen (15) days prior to lot clearing or pre-construction preparation.

2. Obtain approval from the ARB on all trees that Builder desires to remove from the lot.

3. Meet on the site with at least one (1) member of the ARB to review and check building blueprint and overall concordance with the landscaping plan. Failure of the builder to comply with these procedures is a violation of the covenants and will be reported by the ARB to the BOD for appropriate action. The ARB shall within fourteen (14) days of lot inspection with the builder, notify the builder of its decision as to the harmony of external design and locations in relation to surrounding structures and topography. One (1) copy of the approved landscaping plan and one (1) copy of these Cross Creek Covenants shall be provided by the builder to the lot owner. One (1) set of house and landscaping plans will be held by the ARB until all work is completed. Approved plans and specifications must be signed by at least two (2) members of the ARB, which shall be conclusive proof of ARB approval.

B. If in its conclusion and for any reason, including purely aesthetic reasons, the ARB should determine the said plans are not consistent with the development plan formulated by the Association for the property of contiguous land thereto, then, and in that event, the ARB shall notify the builder and BOD of its decision.

C. To require being submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach a decision.

1. Exterior Materials: Exterior elevations will be of brick, stucco, stone, and brick veneer or limited, approved Hardy-plank type cement base lapping siding (no sheets) or similar

materials approved by the ARB. No wood on exterior elevations, except for limited amounts for accents, contrast, trim, and porch railings.

2. Roofs: Flat roofs shall not be permitted on areas other than Florida rooms, porches and patios unless specifically approved by the ARB. Built-up roofs are not permitted on pitched surfaces. The pitch must be at least 6/12 unless otherwise approved.

3. No identical, or nearly identical homes are to be built in visual proximity, unless front exterior is sufficiently altered to mask any similarity.

D. Dwelling size: The ground floor of the main structure exclusive of one (1) story open porches, breezeways and garages shall not be less than one-thousand-six-hundred (1,600) square feet for a one (1) story dwelling, not less than one-thousand-four-hundred (1,400) square feet for a dwelling of one and a half (1 1/2) or two (2) stories for the first floor and not less than two-thousand-six-hundred (2,600) square feet for a one and a half (1-1/2) or two (2) story combined total dwelling, nor shall any residence contain less than two-thousand (2,000) square feet of total area covered by roof. Each residence shall have an enclosed garage for a minimum of two (2) cars. Garages facing the street must have an automatic door opener. There shall be no carports.

ARTICLE VII. GENERAL RESTRICTIONS - USE AND OCCUPANCY

1. General Prohibition: No dwelling, dwelling house, garage, outbuilding structure or appurtenance of any kind including additions or substantial alterations thereto, shall be erected, placed or maintained on the properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration, and all such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the ARB.

2. Only Residential Purposes: No lot shall be in whole or in part for anything other than residential purposes, except for model residential dwelling units, which may be maintained by the builder only for the purpose of the sale of residential dwelling. Notice shall be provided at

least 15 days prior to such action. Subject to the exceptions noted below, other than conducting the sale of residential dwellings, no trade, traffic, or business of any kind, whether professional, commercial, industrial or manufacturing or other non-residential use shall be engaged in or carried upon the properties, or any part thereof, nor shall anything be done thereon which may be a nuisance to the properties or adjacent properties.

1. Exceptions: Residents who perform work remotely from their homes may do so as long as the work or business is in accordance with, and not in violation of, Section 559.955 of the Florida Statutes.

3. Single-Family Residential Use: No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one (1) single-family residential dwelling and appurtenant out buildings or structures as may be suitable and necessary for the purposes for which said lot is permitted to be used.

4. Rentals and Homes: The homeowners renting their property are responsible for continued ground maintenance and building upkeep and repair. If necessary, after proper notification of the homeowner, the Association will perform the maintenance and charge the cost to the homeowner.

5. Subdivision: No lot shall be subdivided.

6. Occupancy Before Completion: No building or structure upon the properties shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these Covenants.

7. Maintenance and Repair: All dwellings, structures, buildings, outbuildings, walls, driveways and fences shall at all times be maintained in good condition and repair.

8. Completion of Construction: All exterior construction and paint and stain finishing for which plans and specifications are required herein to be submitted to the ARB for approval shall be completed within six (6) months from the date of approval for said approval to remain in force

and effect, unless said ARB shall grant a greater period of time to complete said construction or shall grant and extension of said six (6) months period.

9. No Temporary Building: No tent, shack, travel trailer/RV, basement, garage or other outbuildings shall at any time be used on any lot as a residence temporarily or permanently and no building or dwelling of a temporary character shall be permitted except as follows: Outdoor storage shed shall be permitted, subject to strict review and approval by the ARB prior to installation. Buildings necessary for construction or sales taking place on the properties and not intended to be used for living accommodations may be erected and maintained on the property only during the course of construction and sales.

10. Ground Maintenance and Landscaping:

A. It is the desire of the BOD and ARB that as much green area as possible is maintained in the subdivision. As a MINIMUM guideline, the following must be adhered to by all lot owners:

1. Landscaping: All lots must be completely landscaped. If the lot is naturally wooded, at least 25% of the trees outside the building footprint must be preserved, preferably in islands, where landscaping will be enhanced by the addition of suitable plant material (azaleas, crepe myrtles, ivy, juniper, etc.). If, in the front yard setback there are no natural areas, there must be a minimum of two (2) 8-foot trees (after planting). Irrigation systems must be installed for the front, side and rear yards.

"Florida Friendly" landscaping as described in Section 373.185 of the Florida Statutes is permitted and encouraged.

No fence, wall, hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any lot without written consent and approval by the ARB. Up to six (6) foot high fences shall be approved by the ARB

for the rear and sides of a house with a minimum ten (10) foot setback from the front setback line. Where required for safety reasons, chain link fences may be allowed in common areas only.

2. Within forty-five (45) days from the certificate of occupancy, final landscaping shall include a minimum of the following shrubbery: 40 - 3 gallon pond, 3-1 gallon pots may be exchanged for 1-3 gallon pot.

3. Grass, hedges, shrubs, vines and mass plantings of any type on each lot shall be kept trimmed and shall at regular intervals be mowed, trim and cut so as to maintain the same in a neat and attractive manner. All plantings, other than sod shall be placed within the contiguous lot boundaries, a minimum of eighteen (18) inches to allow owner to maintain, trim and prune with sides of the planting. Trees, shrubs, vines and plants that die shall be promptly removed and replaced. The Association reserve the right to have the yard cleaned and the homeowner billed. The homeowner will be given written notice before work is begun.

4. No weeds, vegetation, rubbish, debris, garbage, objects, waste materials or materials of any kind shall be placed or permitted to accumulate upon any portion of a lot which would render it unsanitary, unsightly, offensive, or detrimental to the properties in the vicinity thereof or to the occupants of any such property in such vicinity.

B. Maintenance:

1. No building materials of any kind or character shall be placed or stored upon any lot so as to be open to view by the public or neighbors, unless such material is used within one (1) month after the construction of buildings or structures upon the lot which the material is stored.

2. Mail will be delivered to one central mailbox kiosk.

11. Animals, Birds and Fowl: 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 (as defined by the City of DeLand) may be kept, provided that they are not kept, bred, or maintained for any

commercial purpose. In the event of a dispute as to the reasonableness of the number of such cats, dogs, or household pets kept on the properties, the decision and opinion of the ARB shall control. All pets when walked must be leashed and cleaned up after.

12. Laundry: No clothes, sheets, blankets or other articles shall be hung out to dry in the side, front or rear yards of any lot unless they can be screened from all streets and neighbors.

13. Exterior Light Fixtures: No exterior lighting fixtures shall be installed on any lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or nuisance to the residents of the adjacent properties.

14. Vehicles and Boats: No automobile, truck, trailer, or other vehicle shall be parked, left or stored upon any lot, which is a nuisance or eyesore to the community. Boats or recreational vehicles may be stored upon the property but must be in a fenced area or parked in a garage or building. Whether any such vehicles are a nuisance or eyesore shall be determined by the ARB and reported to the BOD. As a guideline, no truck larger than a 3/4 ton pickup truck shall be permitted to be parked in the residential house area of the properties for a period of more than four (4) hours unless the same is present and necessary in the actual construction or repair of buildings on the land. No trucks larger than a pickup truck, trailers, campers, or other habitable vehicles of any type shall be parked overnight or for more than forty-eight (48) daylight hours on the properties unless parked behind an enclosed wooden fence or in an enclosed garage. No automobile, truck or other commercial vehicle, which contains lettering or advertising thereon, or which is identified with a business or commercial activity, shall be parked, for any period of time, or stored or otherwise permitted to remain on any lot except in an enclosed garage at the residence. No vehicle of any type shall be permitted on the properties unless same has a current license tag in accordance with the laws of the State of Florida. No junk or abandoned vehicles of any type shall be permitted on the properties. Vehicle shall include, without limitation, motorcycles. There shall be no overnight parking on the street.

15. Utility and Drainage Easements: Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for each use. Within these easements, or on any lot no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. It is important that the banks, swales, berms constituting a part of the lakes, swales and drainage canals located within the properties remain undisturbed and properly maintained in order to perform their function. Where any portion of the berms, swales and banks lie within a lot, the Owner of that lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which adjoins said Owner's lot. In that portion of the lot between the sidewalk and the roadway, prescribed sod, and only sod, will be planted and maintained. No other planting or object shall be installed in these areas.

No person shall reconstruct, damage or destroy, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any bank, slope or swale without first obtaining written approval from the City of DeLand.

16: Excavations: No excavations for stone, gravel, dirt or earth shall be made on any portion of the properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances, plans and specifications for which excavations have been approved by the ARB.

17. Signs: No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot, except an approved sign giving the name of the contractor and owner during construction and giving the name of the occupant of the residence located on said

lot or one approved sign advertising the premises for sale or rent. All signs must be approved by the ARB. No signs are allowed in the common areas.

18. Refuse: No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any lot. All trash containers must be returned to the utility yard or enclosure within eight (8) hours after announced pick up time.

19. Nuisances: No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

20. Wells: No water wells shall be dug on any lot or in the properties except for the purposes of irrigation and landscaping and/or heating.

21. Open Burning: No open burning is allowed by City ordinance.

22. Maintenance of Common Driveways: Where one private driveway serves two (2) or more lots, maintenance of said driveway within areas set aside for access easements shall be the equal responsibility of the owners of the lots served by said driveway.

23. Swimming Pools: Swimming pools may be constructed on any lot provided that access to the from outside the lot is controlled from all direction by screening and/or fencing the the residential structure. Swimming pools, pumps, tanks, and equipment shall be screened. Such screens, fencing and their structures shall be approved by the ARB. For swimming pools, chain link fence is not acceptable. No above ground pools are permitted. No pools shall be located in the front side of the dwelling.

24. Antennae and Aerials: No antennae or aerials shall be allowed. As per FCC ruling, up to a twenty-four (24) inch dish is permitted on a private lot or roof. Other television dishes may be allowed by written permission of the ARB. Ham radios and other communication equipment may be allowed on a case by case basis with prior written approval of the ARB.

25. Access to Subdivision: There is one paved entrance and exit for the Cross Creek subdivision, Marjorie Rawlings Drive to Plymouth Avenue. The access road between Shady Lane and Silver Hammock is for the use of emergency vehicles only.

26. Interpretations and Modifications of the Covenants: The BOD and ARB shall have final and binding discretion to interpret the provisions of the covenants and restrictions contained herein, and the ARB shall have the authority to grant minor exceptions to the covenants on a case-by-case basis. The restrictions herein can be modified by the written consent of a majority of the Owners.

ARTICLE VIII: OWNERS' OBLIGATION TO REPAIR

Each Owner shall, at their sole cost and expense, repair their residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE IX: OWNERS; OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

ARTICLE X: ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property and common areas may be annexed to the subdivision with the consent of the membership of the Association.

ARTICLE XI: GENERAL PROVISIONS

1. Enforcement: The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereinafter imposed by the provision of this declaration. The Board of Directors shall develop and maintain a procedure for notifying Owners of violations of these Covenants and Restrictions, proposed actions and their timelines, and the Owner's right of appeal to an independent panel of Association members. Said procedure will be made available to Owners via the Association's website, and in writing by request of a member. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability: Invalidation of any one of these covenants or restrictions by Judgement of Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

3. Amendments: The covenants, conditions and restrictions of this declaration may be amended by recording an instrument in the Public Record of Volusia County, Florida executed and acknowledged by not less than a simple majority of the members of the Cross Creek Homeowners Association.

Bona Fide changes of binding federal, state, or municipal law shall be incorporated within the covenants by default, at the time of their date of effect, without association voting. Existing law shall be understood to apply in all circumstances whether or not the printed body of the covenant has been updated at the time of issue.

4. Subordination: No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustees sale, or otherwise.

ARTICLE XII: COVENANTS TO RUN WITH THE LAND

Duration: The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit and be enforceable by the association or any member thereof for a period of twenty-five (25) years from the date thereof. Thereafter they shall automatically be extended for additional periods of five (5) years unless otherwise agreed in writing by the then Owners of at least a simple majority of the subdivision lots.

The restrictions and burdens imposed by the provisions and covenants of the declaration shall constitute covenants running with the land, and each shall constitute and equitable servitude upon the owner of each lot and dwelling unit and any appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors and assigns of each Owner.

Enforcement shall be by the action of any person or persons violating or attempting to violate any covenants, either to restrain violations or to revoke damages. The party bringing the action shall be entitled to recover, in addition to cost and disbursements allowed by law, such sums the court may adjudge to be reasonable for the services of their attorney.

Invalidation of any one of these covenants by Judgment or Court Order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

[Remainder left blank; Signature page follows]

IN WITNESS THEREOF, the President of the Board of Directors of the Association has hereunto set its hand and seal of the Association this day and year.

Signed in the presence of:

Cross Creek Homeowners Association of DeLand, Phase Two, Inc.

Sign: Edward L Somers

Print: EDWARD L SOMERS

Title: PRESIDENT

Witness

Sign: Heather Flores
Print: Heather Flores

Sign: Regina R. Epple
Print: REGINA R. EPPLE

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of APRIL, 2022, by Edward L. Somers as President of Cross Creek Homeowners Association of DeLand, Phase Two, Inc., who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: Regina R. Epple
Print: REGINA R. EPPLE
State of FLORIDA At Large (Seal)
My Commission Expires: JAN. 10, 2025

