

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CROSS CREEK, A SUBDIVISION

THIS DECLARATION, made this 2nd day of October, 1990, by AMICORP, INC., a Connecticut corporation doing business in the State of Florida, with its principal place of business at 400 Nut Tree Drive, DeLand, FL 32724, hereinafter sometimes referred to as the "Developer and Owner";

W I T N E S S E T H:

WHEREAS, the Developer is the record Owner in fee simple absolute of certain real property located in Volusia County, Florida, and more particularly described as Cross Creek Subdivision pursuant to a plat recorded on October 8, 1990, in Plat Book 43, Page 114, Public Records of Volusia County, Florida.

NOW THEREFORE, this Declaration is made, filed and recorded by the Developer so that from the effective date hereof, the real property described is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations and liens, all hereinafter sometimes referred to as the "Covenants", hereinafter set forth. This Declaration shall become effective for Cross Creek, on the date and at the time it is filed and recorded in the Public Records of Volusia County, Florida.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Cross Creek Homeowners Association, its successors and assigns.

Section 2. "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.

Section 3. "Declarant" shall mean Amicorp, Inc., a Connecticut corporation, its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exceptions of the common areas.

Section 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 for optimum plant growth.

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

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

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

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

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

ARTICLE II. SUBDIVISION GUIDELINES

Section 1. Architectural Review Board. (ARB) The Owner in order to give guidelines to Owners and builders concerning construction, has formed an Architectural Review Board (ARB). The ARB shall be composed of not less than two (2) nor more than five (5) persons. The members of the ARB shall be appointed by the Developer. In the event of death, resignation, inability to serve or other vacancy in office of any member of the ARB, the Developer shall promptly appoint a successor member. The membership rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Developer. When the Developer in its exclusive determination, deems the circumstances appropriate, the duties and membership selection of the ARB shall be turned over to the Cross Creek Homeowners Association. Until such time the ARB shall perform the functions of the Cross Creek Homeowners Association.

Section 2. Duties of Architectural Review Board.

A. To approve, prior to construction, all buildings, fences, walls, pools and or other structures which shall be commenced or erected upon the properties. The ARB shall be furnished two (2) sets of completed plans and specifications showing the nature, type, shape, height, materials and location of same and shall approve in writing within fourteen (14) days of receipt of same, as to the harmony of external design and locations in relation to surrounding structures and topography.

B. To approve prior to construction, any such building plans and specifications and lot grading and landscaping. The conclusion and opinion for any reason, including purely aesthetic reasons, the ARB should determine the said plans are not consistent with the development plan formulated by the Developer for the property or contiguous land thereto, then and in that event, such plans and specifications shall not be approved.

C. To require to be submitted to it for approval any samples of non-natural exterior building materials proposed or any other data or information necessary to reach its decision.

1. Exterior Materials: Exterior elevations will be encouraged to be of natural materials. Cypress, cedar, red-wood or other durable wood types will be encouraged. Stone or natural brick is also encouraged. Stucco is acceptable for all exterior elevations subject to strict review and acceptance by the ARB.

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. The development theme is old rural Florida. Porches on the front and hand railings are strongly encouraged. Elevated foundations are also strongly encouraged with front steps. Tin metal roofing is also desirable.

D. To require the builder to submit a set of plans and specifications which shall be held by the ARB until the building is completed. The work contemplated must be performed substantially in accordance with the plans and specifications approved. All approvals of plans and specifications must be evidenced by signatures of at least two (2) members of the ARB on plans and specifications furnished. The existence of the signatures of at least two (2) members of the ARB shall be conclusive proof of the approval by the ARB of such plans and specifications.

ARTICLE III. GENERAL RESTRICTIONS-USE AND OCCUPANCY

Section 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.

Section 2. Only Residential Purposes. No lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or Developer only for the purposes of the sale of residential dwellings within the properties. 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 on upon the properties, or any part thereof; nor shall anything be done thereon which may be or which may become an annoyance or nuisance to the properties or adjacent properties.

Section 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 outbuildings or structures as may be suitable and necessary for the purposes for which said lot is permitted to be used.

Section 4. Subdivision. No lot shall be subdivided.

Section 5. 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.

Section 6. Maintenance and Repair. All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the properties or any portion thereof shall at all times be maintained in good condition and repair.

Section 7. 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 an extension of said six (6) months period.

Section 8. No Temporary Buildings. 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.

Section 9. Ground Maintenance and Landscaping.

a. It is the desire of the Developer to insure 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:

b. Preservation of Existing Trees, Natural Areas and Landscaping. All trees except for the building foot print should be saved. If the lot is naturally wooded, 50% of the landscaped areas must be left natural and maintained natural. Azaleas, Crepe Myrtles, Ivys, Junipers, etc., may be added. If there are no natural areas before the lot is cleared in the front yard setback area, there must be a minimum of 2-6' trees, (after planting) per lot and at least 25% of the landscaped areas put in plant material. Such trees shall be flagged, reviewed and approved by a representative of the ARB.

c. All yards must be sodded or landscaped in disturbed areas from the rear of the home to the street. St. Augustine type (*Stenotaphrum Secundatum*) is recommended. Bahia sod is not acceptable. Irrigation systems must be installed for the front and side yards.

d. Within sixty (60) days from certificate of occupancy final landscaping shall include a minimum of the following shrubbery: 40-3 gallon pots, 3-1 gallon pots may be exchanged for 1-3 gallon pot. By retaining existing natural areas, potted shrub requirements may be reduced by written ARB approval.

e. Grass, hedges, shrubs, vines and mass plantings of any type on each lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintaining the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced. The Cross Creek Homeowners Association reserves the right to have the yard cleaned up and the homeowner will be billed. The homeowner will be given written notice prior to work being commenced.

f. No weeds, vegetation, rubbish, debris, garbage, objects, waste materials or materials of any kind whatsoever 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.

g. 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 will be used and is used within three (3) months after the construction of buildings or structures upon the lot on which the material is stored.

h. Mail will be delivered to one central location for the development at a mail box pavilion in the recreation area.

Section 10. Fences, Walls, Hedges, Mass Plantings of any Type.

a. 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 the written consent and approval of the ARB.

Section 11. Animal, Birds and Fowl. No animals, live-stock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. In the event of dispute as to the reasonableness of the number of such cats, dogs or household pets kept upon the properties, the decision and opinion of the ARB shall control. All pets when walked, must be leashed and cleaned up after.

Section 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 it can be screened from all streets and neighbors.

Section 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.

Section 14. Boat and Vehicle Storage. 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 shielded from view by either a fenced area or parked in a garage or building. Whether any such vehicles are a nuisance or eyesore shall be the sole determination of the ARB. As a guideline, no trucks larger than a pickup 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 types shall be permitted on the properties unless the 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. Vehicles shall include, without limitation, motorcycles.

Section 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 or 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 such 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.

Section 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, structures and other appurtenances, plans and specifications for which excavations have been approved by the ARB. Excavations may be made for swimming pools and landscaping without said ARB approval, subject to this Declaration of Covenants.

Section 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 shall be approved by the ARB.

Section 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 pickup time.

Section 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.

Section 20. Preservation and Maintenance of Slopes, Banks and Swales. 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 Developer, and the City of DeLand.

Section 21. Wells. No water wells shall be dug on any lot or on the properties except for the purposes of irrigation of landscaping and or heating.

Section 22. Open Burning. No open burning is allowed by city ordinance.

Section 23. 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.

Section 24. Swimming Pools. Swimming pools may be constructed on any lot provided that access to them from outside the lot is controlled from all directions by screening and or fencing in the residential structure. Such screens, fencing and their structures shall be approved by the ARB. Chain link fencing is not acceptable.

Section 25. Antennae and Aerials. No antennae or aerials shall be allowed. Television dishes shall be allowed by written permission by the ARB and providing such dishes are properly screened. Ham radios and other communication equipment may be allowed on a case by case basis with prior written approval from the ARB.

Section 26. 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 four hundred (1,400) square feet minimum for a one (1) story dwelling, not less than one thousand two hundred (1,200) 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 two hundred (2,200) 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 one thousand eight hundred (1,800) 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. Carports that open from the side and are screened or enclosed on the street side, may be allowed with ARB approval. Such carports must have a storage room with a minimum area of one hundred (100) square feet. Said carports must be used for car storage only. No other items may be stored on the carport.

Section 27. Interpretation and Modification of Covenants. The 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 (75%) of the lot Owners affected thereby.

ARTICLE IV. MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS

Section 1. 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.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be Declarant, who, shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or nine (9) years after the date of closing of the first sale of a lot in the subdivision has been concluded, whichever occurs first.

ARTICLE V. ASSESSMENTS

Section 1. Lien and personal obligation of assessments. Declarant hereby covenants for each lot within the subdivision, and each Owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (4) quarterly assessments and up to two (2) special assessments for capital improvements, if any. Such assessments will be special assessments, 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 persons unless expressly assumed by them.

Section 2. Purpose of quarterly assessments. The quarterly assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas. Quarterly assessments shall include, and the association shall acquire and pay for out of the funds derived from quarterly assessments, the following:

a. The quarterly assessments shall also include cable television if a cable franchise is obtained from the City of DeLand.

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

c. Acquisition 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.

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

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

f. Workman'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.

g. 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.

h. 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 opinion of the Board of Directors of the association for the operation of the common areas, for the benefit of lot Owners, or for the enforcement of these restrictions.

Section 3. Maximum quarterly assessment. Until the first quarter immediately following the conveyance of the first lot by Declarant to an Owner the maximum quarterly assessment shall be Fifty and No/100 (\$50.00) Dollars.

a. From and after the first quarterly payment following the conveyance of the first lot by Declarant to an Owner, the maximum quarterly assessment may be increased each year not more than Ten (10%) per cent, above the maximum assessment for the previous year without a vote of the members.

b. From and after January 1, of the year immediately following the conveyance of the first lot by Declarant to an Owner, the maximum quarterly assessment may not be increased above Ten (10%) per cent by the vote or written assent of the majority of each class of members.

c. The Board of Directors of the association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special assessments for capital improvements. In addition to the annual 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 areas, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and quorum for action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 and 4 shall be sent to all members not less than fifteen (15) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

Section 6. Uniform rate of assessment. Both quarterly and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and collection of quarterly assessments. The quarterly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly.

Notice of the annual assessments shall be sent to every Owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid, and shall, on or before February 15th, of each year cause to be recorded in the Public Records of Volusia County, a list of delinquent assessments as of that date.

Section 8. Effect of nonpayment of assessments; remedies of the association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve (12%) per cent per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI. PROPERTY RIGHTS

Section 1. Owner's Easements 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 title to 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 his lot remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for a period not exceeding forty-two (42) days for any infraction of the published rules and regulations of 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 an instrument executed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been duly recorded.

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

Section 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 structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, 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, or right of way, and such easements, reservations, 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 of the purposes for which such easements, reservations and rights of way are reserved.

Section 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 lake in the subdivision at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 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 cotenancy.

ARTICLE VII. OWNERS' OBLIGATION TO REPAIR

Each Owner shall, at his sole cost and expense, repair his 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 VIII. 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 IX. ANNEXATION OF ADDITIONAL PROPERTY

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

ARTICLE X. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, 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 hereafter imposed by the provisions of this declaration. Failure by Declarant, 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.

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

Section 3. Amendments. The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument in the Public Records of Volusia County, Florida, executed and acknowledged by not less than a majority of the membership of CROSS CREEK HOMEOWNERS ASSOCIATION, however, the Declarant reserves the right to amend at any time any article or section or any part thereof of these declarations of covenants, conditions and restrictions without such consent of the association members and such amendments or changes shall be so recorded in the Public Records of Volusia County, Florida.

Section 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 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, trustee's sale, or otherwise.

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

ARTICLE XI. COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of the Declaration shall constitute covenants running with the land, and each shall constitute an 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 against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages. The party bringing the action shall be entitled to recover, in addition to cost and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his 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.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

In the presence of:

AMICORP, INC.

[Signature]

By:

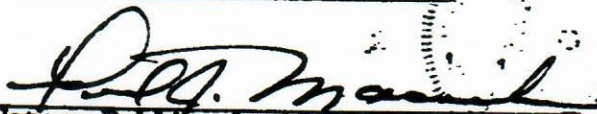
[Signature]
KENT S. TITCOMB, Its Vice-
President

[Signature]

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgements, personally appeared, KENT S. TITCOMB, Vice President of AMICORP, INC., a Connecticut corporation, authorized to do business in the State of Florida, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of October 1990.


Notary Public, State of Florida
My Commission Expires: March 19, 1994

THIS INSTRUMENT PREPARED BY:
FRED J. MANCINIK, P.A.
ATTORNEY AT LAW
208 EAST NEW YORK AVENUE
DELAND, FL 32724 /rch

BOOK PAGE
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VOLUSIA CO., FL

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154162

CLERK CIRCUIT COURT
VOLUSIA CO., FL
90 DEC 10 PM 12:05

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

WHEREAS, the Declarant did have prepared, Declaration of Covenants, Conditions and Restrictions, covering the following described property, to-wit:

CROSS CREEK, PHASE I, a subdivision as recorded in Plat Book 43, Pages 114 through 118, Public Records of Volusia County, Florida.

the same being dated October 2, 1990 and recorded October 9, 1990 in Official Records Book 3534, Page 1206, Public Records of Volusia County, Florida, and

WHEREAS, the Declarant has the absolute right to amend said Declaration of Covenants, Conditions and Restrictions, as more fully set forth in ARTICLE X, Section 3,

NOW THEREFORE, the Declarant does hereby amend the name of the subdivision to now read CROSS CREEK OF DELAND, PHASE I, a subdivision as recorded in Plat Book 43, Pages 114 through 118, Public Records of Volusia County, Florida. That all other Articles and Sections in said Declaration remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be signed in its name this 6th day of December, 1990, at DeLand, Volusia County, Florida.

CORPORATE SEAL

AMICORP, INC.

By: Kent S. Titcomb
KENT S. TITCOMB, Its Vice-President

Signed, sealed and delivered in our presence:

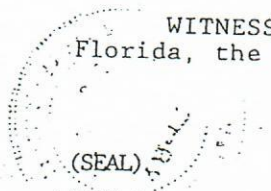
[Signature]
Witness

Robin C. Deaton
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY, That on this 6th day of December, 1990, before me personally appeared, KENT S. TITCOMB, as Vice President of AMICORP, INC., a Connecticut corporation, authorized to do business in the State of Florida, to me known to be the person described in and who executed the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions does acknowledge the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at DeLand, Volusia County, Florida, the day and year last aforesaid.



[Signature]
Notary Public, State of Florida
My Comm. Expires: March 19, 1994



04/30/1998 08:36
Instrument # 98075885
Book: 4300
Page: 1650

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CROSS CREEK, A SUBDIVISION**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Cross Creek, a Subdivision, dated October 2, 1990, and recorded in Official Records Book 3534, Page 1206, Public Records of Volusia County, Florida, govern the real property and improvements located within **CROSS CREEK DELAND, PHASE I**, as recorded in Plat Book 43, Page 114, Public Records of Volusia County, Florida; and

WHEREAS, Article X, Section 3 of the said Declaration provides the Declarant, AMICORP, INC., reserved the right to amend at any time any article or section or any part thereof without the consent of Association members;

THEREFORE, Declarant, AMICORP, INC., hereby declares its intent to, and does hereby, amend said Declaration of Covenants, Conditions and Restrictions, as follows:

1. The following section shall be added to Article V:

Section 10. The Declarant shall not be required to pay any assessment on any lot owned by the Declarant, nor shall any assessment accrue nor any lien be imposed against any lot owned by the Declarant.

Book: 4300
Page: 4651
Diane M. Matousek
Volusia County
Clerk of Court

IN WITNESS WHEREOF, Declarant has caused its hand and seal to be
affixed this 27th day of April, 1998.

Witnesses

AMICORP, INC.

Janice Micalé-Ortiz
JANICE MICALÉ-ORTIZ

By: Kent Titcomb VP
Kent Titcomb, Vice-President

Marcelle Horwath
MARCELLE HORWATH

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th
day of April, 1998, by Kent Titcomb, Vice-President of AMICORP, INC.,
() who is personally known to me OR () has produced the following
as identification: _____

Marcelle Horwath
Notary Public - State of Florida
MARCELLE HORWATH

Notary's Printed Signature
My Commission Expires:



MARCELLE HORWATH
My Commission CC481718
Expires Sep. 09, 1999