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For Clerk's Use Only

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF**

CROSS CREEK DELAND, PHASE III, A SUBDIVISION

THIS DECLARATION, made this 10th day of September, 1999 by AMICORP, INC., a Connecticut corporation registered to do business in the State of Florida, with its principal place of business at 400 Nut Tree Drive, DeLand, FL 32724, and SOUTHLAND HOMES CORP., with its principal place of business at 36 S. U.S. Hwy 17-92, DeBary, FL 32713, hereinafter collectively and individually referred to as the "Developer", "Declarant", and "Owner";

WITNESSETH:

WHEREAS, the AMICORP, INC. is the record Owner in fee simple absolute of certain real property located in Volusia County, Florida, and more particularly described as Cross Creek DeLand, Phase III, pursuant to a plat recorded on Sept. 10, 1999, in Plat Book 47 Pages 86-92 Public Records of Volusia County, Florida, and

WHEREAS, SOUTHLAND HOMES CORP. is the contract purchaser of said Cross Creek DeLand, Phase III, from AMICORP, INC..

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 DeLand, Phase III, 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 of DeLand, Phase III, Inc., 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. "Declarant" shall include Southland Homes Corp.

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. The Developer, 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 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 subdivision 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, that the ARB should determine the said plans are not consistent with the development plan formulated by the Developer for the subdivision 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 building materials proposed or any other data or information necessary to reach its decision.

1. Exterior Materials: Exterior elevations will be encouraged to be stone or natural brick. Stucco is acceptable for all exterior elevations. There shall never be any "stuccoed brick" approved by the ARB.

2. Roofs: Flat roofs shall not be permitted. Built-up roofs are not permitted. The pitch must be at least 6/12 unless otherwise approved. Roofing shall be architectural dimensional shingles or tile.

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 subdivision 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 a builder or the 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. 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. The ARB shall strongly urge the preservation of natural vegetation.

c. Within sixty (60) days from certificate of occupancy, final landscaping shall include a minimum of the following shrubbery: forty (40) three (3) gallon pots, three (3) one (1) gallon pots may be exchanged for one (1) three (3) gallon pot. By retaining existing natural areas, potted shrub

requirements may be reduced by written ARB approval.

d. 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 Association reserves the right to have the yard cleaned and the owner will be billed and, if not paid, a lien may be imposed. The homeowner will be given written notice prior to work being commenced.

e. 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.

f. 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.

g. 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, livestock 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 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 subdivision properties unless parked behind an approved screening 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 subdivision 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 subdivision 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. 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 18. 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 19. 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 20. Wells. No wells shall be drilled or installed on any lot or on the properties except for the purposes for irrigation of landscaping.

Section 21. 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. Pumps, piping, tanks and related equipment shall be screened. Such screens, fencing and their structures shall be approved by the ARB. Chain link fencing is not acceptable.

Section 22. 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 23. 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 minimum for a one (1) story dwelling, not less than one thousand four hundred (1,400) square feet for a dwelling of two (2) stories for the first floor. Each residence shall have an enclosed garage for a minimum of two (2) cars. Garages facing the street must have an automatic door opener. In addition to garage, 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 24. 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 seventy-five percent (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, each year. Such assessments, together with any costs of collection, including interest, costs, and reasonable attorney's fees, shall be a charge on each lot 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. Water, sewer, garbage, electrical, lighting, telephone, cable tv, gas and other necessary utility service for the common areas.

b. 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.

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 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.

e. 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.

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.

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 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. Method of calculating annual assessment. The initial annual assessment is \$200.00 and shall be prorated and collected on January 1st of each year. From and after January 1, of the year immediately following the conveyance of the first lot by Declarant to an Owner, the maximum assessment may not be increased above Ten (10%) per cent of the initial annual assessment except by the vote or written assent of the majority of each class of members. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum. The Association shall calculate the annual assessment to be assessed against each lot within the subdivision by dividing the total dollar annual amount necessary, as determined by the Board of Directors of the Association, as outlined in Section 2 above, by the total number of lots within the subdivision.

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 according to applicable law and shall be 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 annual assessments. The annual 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. 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. Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at twelve percent (12%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien for such assessment as against third persons, against the property of the owner who defaulted in the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas by abandonment of the lot, by extended absence from the subdivision or by or for any other reason.

Section 9. 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 attorneys' 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 personal 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.

Section 10. 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 assessments 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. The Claim of Lien shall be signed and certified by an officer of the Association. When full payment of all sums secured by such lien is made, the Claim of Lien shall be satisfied of record by an officer of the Association. 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.

Section 11. 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 payment 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.

Section 12. 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.

Section 13. 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 the 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.

Section 14. The Declarants hereby obligate themselves, for so long as they are in control of the Association, to pay any operating expenses incurred by the Association that exceed the assessments receivable from the other members of the Association and other income received by the Association. The Declarant, their successors and assigns, shall not be required to pay any assessment on any lot owned by the Declarant, or their successors or assigns, for so long as said Declarant, or successors or assigns, are in control of the Association, and continue to be obligated to pay any operating expenses incurred Association that exceed the assessments receivable from the other members of the Association and other income received by the Association.

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 the 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.

Section 6. 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.

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.

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

In the presence of:
Marcelle Horvath
Karl D. [Signature]

AMICORP, INC.
Kent S. Titcomb
KENT S. TITCOMB,
as Vice President

[Handwritten Signature]

SOUTHLAND HOMES CORP.

[Handwritten Signature]

RAY E. HAGOOD
as President

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, registered and 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 8 day of Sept., 1999.



Kirk Thomas Bauer
MY COMMISSION # CCG49993 EXPIRES
July 22, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

[Handwritten Signature]

Notary Public, State of Florida
KIRK THOMAS BAUER

Notary's Printed Signature
My Commission Expires:

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, RAY E. HAGOOD President of SOUTHLAND HOMES CORP., a Florida Corporation, registered and 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 26 day of August, 1999.



Kirk Thomas Bauer
MY COMMISSION # CCG49993 EXPIRES
July 22, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

[Handwritten Signature]

Notary Public, State of Florida
KIRK THOMAS BAUER

Notary's Printed Signature
My Commission Expires: