11/18/1996 08:44 Instrument # 96196841 Book: 4155 Page: 2170

BYLAWS OF

CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC.

(a Florida not-for-profit corporation)

ARTICLE I.

<u>IDENTITY</u>

The following Bylaws shall govern the operation of CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC. (hereafter Association).

Section 1. The office of the Association shall be 400 Nut Tree Drive, DeLand, Florida, or at such other place as may be designated by the Board of Directors.

Section 2. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not-for-profit" and the year of incorporation.

Section 3. As used in these Bylaws, the word "corporation" shall be the equivalent of "association" and all other words and terms used herein shall have the same definitions attributed to them in the Declaration of Covenants, Conditions and Restrictions of Cross Creek DeLand, Phase II, as recorded in Official Records Book 3967, Page 3824, Public Records of Volusia County (hereafter Declaration).

Section 4. In the event of any conflict or discrepancy between these Bylaws and the Articles of Incorporation of Cross Creek Homeowners Association of DeLand, Phase

Two, Inc. (hereafter Articles of Incorporation), the terms and provisions of the Articles of Incorporation shall prevail.

ARTICLE II.
MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership: Membership in Association shall be limited to Owners

of Lots in the Subdivision. Transfer of Lot ownership, either voluntarily or by operation

of law, shall automatically terminate membership in the Association and the membership

shall immediately become vested in the transferee. If Lot ownership is vested in more

than one person, then any of the persons so owning said Lot shall be members eligible

to hold office and attend meetings; but, as hereafter set forth, the vote of a Lot shall be

cast by the "Voting Member". If Lot ownership is vested in a corporation, said

corporation must designate an individual officer or employee of the corporation as its

"Voting Member".

Section 2. Voting: Each Lot shall be entitled to one vote. If an Owner owns

more than one Lot, he shall be entitled to one (1) vote for each Lot owned. The vote of

a Lot shall not be divisible.

A majority of the Lot Owners' total votes shall decide any question, unless

otherwise provided by the Declaration, these Bylaws or the Articles of Incorporation.

2

The foregoing shall not limit, restrict or otherwise affect the two classes of membership set forth in the Declaration and the terms and provisions of Article IV of the Declaration shall remain in full force and effect.

Section 3. Quorum: Unless otherwise provided, one-third (1/3) of the Lot Owners' total votes, in person or in proxy, shall constitute a quorum for the purpose of conducting a meeting. Any vote conducted at such meeting shall be by majority entitled to vote thereat, unless otherwise required by the Declaration, the Articles of Incorporation, these Bylaws or Florida Statutes.

Section 4. Proxies: Votes of Lot Owners may be cast in person or by proxy. All proxies shall be in writing and shall comply with the requirements of Florida law. Proxies shall only be effective for the specific meeting for which given and any lawfully adjourned meetings. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Lot Owner executing it.

Section 5. <u>Designation of Voting Member</u>: The record title to the Lot shall establish the right to vote. If a Lot is owned by more than one (1) person, all of the record owners of the Lot shall designate the person entitled to vote for the Lot in a certificate which shall be filed with the Secretary. If a Lot is owned by a corporation, the person entitled to cast the vote of the Lot shall be designated in a certificate, duly signed by the President and filed with the Secretary. The person designated in such certificate who is entitled to cast the vote for a Lot shall be known as the "Voting

Member". If such certificate is not on file with the Secretary, the vote of the Lot shall not be considered in determining the requirements for a quorum or for any purpose requiring the approval of a person entitled to cast a vote for the Lot. Any certificates filed with the Secretary shall be valid until revoked or until a change in the ownership of the Lot is effected.

ARTICLE III. MEETING OF MEMBERSHIP

Section 1. Place and Time: Meetings of the Association shall be held at such place and time as shall be designated by the Board of Directors and set forth in the notice of the meeting. All meetings shall be open to all Lot Owners.

Section 2. Notices: The Secretary shall mail by United States mail or deliver a notice of each annual or special meeting of the Association, setting forth the time and place thereof, to each Lot Owner not less than thirty (30) days prior to such meeting. The notice of any special meeting of the Association shall set forth the purpose thereof. Notices mailed or delivered to the address of the Lot Owner as maintained by the Secretary shall be deemed sufficient. An officer of the Association shall execute an affidavit, which shall be maintained as part of the Association's official records, affirming that a notice of the Association meeting was mailed or delivered in accordance with these provisions. Written notice shall also be posted in accordance with Florida law.

Section 3. Annual Meeting: The annual meeting of the membership shall be held at such time as determined by the Board of Directors, for the purpose of electing Directors and transacting any other business properly called before the meeting. At each annual meeting of the Association, the members then present, by person or by proxy, shall elect a Board of Directors and transact such other business as may be properly brought before the meeting.

Section 4. Special Meetings: Special meetings of the membership of the Association may be called by the President or by a majority of the Board of Directors or in writing by twenty-five (25%) percent of the Lot Owners entitled to vote, which written request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the topics set forth in the notice thereof.

Section 5. Adjourned Meeting: In the event any meeting of the membership of the Association cannot be called because a quorum is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 6. Minutes: The minutes of all meetings of Lot Owners and of the Board of Directors shall be kept in a book available for inspection by Lot Owners, or their authorized representatives, in accordance with Florida law. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE IV. DIRECTORS

Section 1. Number, Term and Qualifications: Unless otherwise reduced by a vote of the membership, the affairs of the Association shall be governed by a Board of Directors composed of five (5) persons. All Directors, except those designated by the Declarant, shall be members of the Association. The terms of the Directors' service shall be staggered. The first Board of Directors elected after turnover of control from the Declarant shall consist of five (5) Directors, who shall serve terms as follows: Two Directors shall serve for three (3) year terms each, two Directors shall serve for two (2) year terms each, and one Director shall serve for a one (1) year term. The two candidates receiving the most votes will be elected to the three-year terms; the candidates receiving the third and fourth highest number of votes shall be elected to the two-year terms; and the fifth director shall be elected to the one-year term. No Lot Owner shall be restricted from serving as a Director.

Section 2. <u>First Board of Directors</u>: The first Board of Directors of the Association who shall hold office and serve until their successors have been elected and qualified, shall consist of the following:

Name	Address
rainc	<u>rtuui çaa</u>

Ellwood A. Titcomb 400 Nut Tree Drive DeLand, Florida 32724

Susan Titcomb 400 Nut Tree Drive DeLand, Florida 32724

Kent Titcomb

400 Nut Tree Drive DeLand, Florida 32724

The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days after their election, at such place and time as shall be fixed by the Directors. No further notice of the organizational meeting shall be necessary.

Section 3. Election of Directors: Directors shall be elected by a plurality of the vote of the membership at the annual meeting. Ballots containing the names of all nominees or candidates to fill vacancies shall be mailed or delivered to all Lot Owners not less than 14 days prior to the annual meeting. The President may, but shall not be required to, appoint a nominating committee for the purpose of nominating candidates. Nominations from the floor shall not be permitted at the annual meeting.

Section 4. Removal of Directors: Any one or more of the Directors may be removed, with or without cause, by the vote or agreement in writing of a majority of all Lot Owners. A successor may then and there be elected to fill the vacancy thus created. A special meeting of the Lot Owners to recall a Director or Directors may be called by 25% of the total Lot Owners, giving notice of the meeting as generally required, and the notice shall state the purpose of the meeting. In the event the members of the Association fail to elect a successor, the Board of Directors may fill the vacancy in the manner provided hereinafter.

If the recall is approved by a majority of all voting interests, the recall will be effective immediately, and the recalled member shall turn over any and all records in his or her possession within 72 hours of the meeting.

If the proposed recall is by written agreement of a majority of all Lot Owners, the agreement shall be served on the Secretary by certified mail. The Board of Directors shall call a meeting within 72 hours after receipt of the agreement and shall either certify the written agreement, in which event the recalled Director shall be recalled immediately and shall turn over all records as set forth above, or not certify the written agreement. In the event the Board of Directors does not certify the written agreement, or if the recall by a vote at a meeting is disputed, the Board of Directors shall within 72 hours file with the court of appropriate jurisdiction in Volusia County, Florida, a petition for binding arbitration pursuant to Florida Statutes and all parties shall be bound thereby.

Section 5. <u>Vacancies</u>: If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, even though less than a quorum, shall choose a successor, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 6. <u>Disqualification and Resignation of Directors</u>: Any Director may resign by sending a written notice of such resignation to the Secretary of the Association.

Such resignation shall take effect upon receipt by the Secretary. The transfer of title of a Lot by a Director shall automatically constitute a resignation.

Section 7. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as it may designate. Notice of the meetings shall be given to each Director personally or by regular United States mail at least five (5) days prior to the date of the meeting. All meetings of the Board of Directors shall be open to all Lot Owners. Written notice thereof shall be posted in a conspicuous place at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against Lot Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 8. Special Meetings: Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors, provided notice as set forth above is given to all Directors. All notices of special meetings shall state the purpose of the meetings.

Section 9. All Meetings: All meetings shall be open to all Lot Owners. Adequate notice of all meetings shall be conspicuously posted at least 48 hours in advance, except in emergencies. Notice of any meeting in which assessments against Lot Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 10. Waiver of Notice: Any Director may waive notice of any regular or special meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance at any meeting of the Board shall be a waiver of the notice by the Director of the time and place thereof.

Section 11. Quorum: A majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at such meetings, at which a quorum is present, shall be the acts of the Board of Directors. If a quorum is not present, a majority of those present may adjourn the meeting from time to time and any business which may have been transacted at the original meeting may be transacted without further notice at the adjourned meeting.

Section 12. <u>Compensation</u>: The Directors shall serve without fee or compensation, but may be entitled to reimbursement of reasonable expenses, if approved by a majority of the Board of Directors.

Section 13. <u>Declarant's Selection of Directors</u>: The Declarant shall have the right to designate the initial Board of Directors, who need not be Lot Owners, and said Directors may not be removed by members of the Association, as elsewhere provided herein; and where a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Declarant.

Section 14. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, the Articles of

Incorporation or these Bylaws directed to be exercised and done by Lot Owners. These powers shall specifically include, but shall not be limited to, the following:

- A. To exercise all powers specifically set forth in the Declaration, the Articles of Incorporation, these Bylaws, and Florida law, and all powers incidental thereto.
 - B. To appoint officers and grant them the duties it deems appropriate.
- C. To make assessments, collect said assessments and use and expend the assessments to carry out the purposes and powers of the Association.
- D. To employ, dismiss and control the personnel necessary for the maintenance and operation of the Association and of the Common Areas and facilities including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.
- E. To make and amend regulations respecting the operation and use of the Common Areas and Lots.
- F. To further improve the Association property, both real and personal, and the right to purchase real property and items of furniture, furnishings, fixtures and equipment for the Association.
- G. To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. The committee or committees shall have such name or names as may be determined from time to time

by the Board of Directors and said committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

H. To establish rules and regulations for the Association, for which violation the Board of Directors may impose and assess fines, penalties or other sanctions, provided that such fines do not exceed the maximum amount permitted by Florida law, and provided reasonable notice and an opportunity for a hearing have been given.

ARTICLE V. OFFICERS

Section 1. <u>Positions</u>: The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President shall be a member of the Board of Directors. Notwithstanding the foregoing, one person may hold more than one of the aforementioned offices and the President need not be a member of the Board of Directors while the Association is under the control of the Declarant, the control being the right of the Declarant to select a majority of the Board of Directors in accordance with the Declaration.

Section 2. <u>Election</u>: The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the annual meeting of the Association.

Section 3. Appointments: The Board may appoint such other officers as it deems necessary.

Section 4. Term: The officers of the Association shall hold office until their successors are chosen. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by a majority of the entire Board of Directors. Any vacancy shall be filled by the Board of Directors.

Section 5. President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Lot Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. <u>Vice-President</u>: The Vice-President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. Secretary: The Secretary shall issue notices of all Board of Directors meetings and meetings of the Association. He shall attend and keep minutes of all

meetings and he shall have charge of all of the Association's books, records and papers except those kept by the Treasurer.

Section 8. Treasurer: The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors.

The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever required, an account of all transactions as Treasurer and of the financial condition of the Association.

The Treasurer shall collect all assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

Section 9. Removal of Officers: Any one or more of the officers may be removed, with or without cause, by the vote or agreement in writing of a majority of the Board of Directors. A successor shall then be selected by the Board of Directors to fill the vacancy thus created.

Section 10. Compensation of Officers: The officers shall serve without fee or

compensation, but may be entitled to reimbursement of reasonable expenses, if approved

by a majority of the Board of Directors.

ARTICLE VI.

FINANCES, ASSESSMENTS, MAINTENANCE FEES AND BUDGET

Section 1. Depositories: The funds of the Association shall be deposited in such

banks and depositories as may be determined by the Board of Directors from time to time

upon resolutions approved by the Board of Directors, and shall be withdrawn only upon

checks and demands for money signed by such officer or officers of the Association as

may be designated by the Board of Directors.

Section 2. Fidelity Bonds: All persons who are authorized to sign checks may,

in the discretion of the Board of Directors, be bonded in such amount as may be

determined by the Board of Directors. The bond premiums shall be paid by the

Association.

Section 3. Fiscal Year: The fiscal year for the Association shall begin on the

first day of January of each calendar year.

Section 4. Determination of Assessments:

A. The Board of Directors of the Association shall fix and determine

from time to time the sums necessary for the expenses of the Association. Association

expenses shall include expenses for the operation, maintenance, repair or replacement of

15

the Common Areas, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto and all other expenses designated as Common Expenses from time to time by the Board of Directors or under the provisions of the Declaration. The Board of Directors is specifically empowered to make and collect assessments and to lease, maintain, repair and replace the Common Areas. Funds for the payment of the Common Expenses shall be assessed against Lot Owners in equal shares. Special assessments, as may be required by the Board of Directors, shall be levied in the same manner as hereinabove provided for regular assessments and shall be payable in such time or installments as determined by the Board of Directors.

B. A copy of the proposed annual budget of Common Expenses shall be mailed to all Lot Owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The Lot Owners shall be given written notice of the time and place at which the meeting of the Board of Directors shall be held to consider the proposed annual budget of Common Expenses and such meeting shall be open to all Lot Owners.

Section 5. Application of Payments and Co-Mingling of Funds: All sums collected by the Association from assessments and any other source may be co-mingled in a single fund or divided into more than one fund as determined by the Board of Directors. All assessments received shall be first applied to attorneys' fees and costs, if any, interest, if any, and then to delinquent installments then due.

Section 6. Annual Financial Statement: A financial statement of the accounts

of the Association shall be made annually and shall be prepared by such person and in

such manner as the Board of Directors determines. This provision shall not require an

audit. A copy of the annual financial statement shall be available for inspection to Lot

Owners or their designated representatives.

Section 7. Application of Surplus: Any payments to or receipts of the

Association, whether from Lot Owners or otherwise, paid in excess of actual expenses

of the Association shall be retained by the Association and applied against the

Association's Common Expenses for the next ensuing year.

ARTICLE VII.
ADDITIONS AND ALTERATIONS

No Lot Owner may make any alterations, modifications or additions to the

Common Areas without the prior written consent of the Board of Directors.

ARTICLE VIII.
COMPLIANCE AND DEFAULT

Section 1. Violations: In addition to the authority of the Association as set forth

in Florida law or the Declaration, in the event of a violation (other than the nonpayment

of an assessment) by any Lot Owner, his guest, tenant or invitee of any of the provisions

of the Declaration, these Bylaws or Florida law, the Association, through its Board of

17

Directors, may notify the Lot Owner by written notice of the violation. The notice shall be transmitted by U. S. mail or by delivery to the Lot Owner. If such violation shall continue for a period of three (3) days from the date of the notice, the Association shall have the right, through its Board of Directors, to treat such violation as an intentional and material breach and the Association may then, at its option, have the following elections:

- A. An action at law to recover for its damage, on behalf of the Association and/or on behalf of the other Lot Owners;
- B. An action in equity to enforce performance on the part of the Lot Owner;
- C. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief;

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency by the Association and the cost thereof shall be charged to the Lot Owner as a specific item, which shall be a lien against said Lot, as applicable, with the same force and effect as if the charge were a part of the Common Expenses for that Lot Owner;

- D. Imposition of sanctions, including but not limited to restriction, suspension or prohibition of the right to use Common Areas; or
 - E. Such other remedies as may be available under Florida law.
- Section 2. <u>Negligence of Lot Owner</u>: All Lot Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect

or carelessness or by that of any member of his family or his guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance, if any, maintained by the Association. Such liability shall include any increase of insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot. Nothing hereby contained shall be construed so as to modify any waiver by any insurance company of its rights or subrogation. The expense for any maintenance, repair or replacement shall be charged to said Lot Owner as a specific item which shall be a lien against said Lot with the same force and effect as if the charge were a part of the Common Expenses.

Section 3. Costs and Attorneys' Fees: In any proceeding arising between a Lot Owner and the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Section 4. No Waiver of Rights: The failure of the Association or of a Lot Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws or the Articles of Incorporation shall not constitute a waiver of the right of the Association or Lot Owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of Remedies: All rights, remedies and privileges granted to the Association or Lot Owner shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it

preclude the party thus exercising the same from exercising such other and additional

rights, remedies or privileges as may be granted at law or in equity.

ARTICLE IX.
ACQUISITION OF LOTS ON FORECLOSURE

Section 1. Acquisition: At any foreclosure sale of a Lot, the Board of Directors

may acquire in the name of the Association the Lot being foreclosed. The term

"foreclosure", as used in this Section, shall mean and include any foreclosure of any lien,

judgment or other encumbrance. The power and authority of the Board of Directors to

acquire a Lot at any foreclosure sale shall not be interpreted as any requirement or

obligation to so purchase at any foreclosure sale, the provisions hereof being permissive

in nature.

Section 2. Transfer of Lots: All Lot Owners shall notify the Association of any

transfer or conveyance of said Lot within ten (10) days of the date of same. Said notice

shall include such information and be in the form that the Association may prescribe from

time to time. The Association may send all notices to the person shown as owner of said

Lot in its records and said notice shall be binding as to any other Owner of said Lot

where the Association has not been notified as provided herein.

20

ARTICLE X. AMENDMENTS TO BYLAWS

The Bylaws may be altered, amended, rescinded or modified at any duly called meeting of the Lot Owners, in accordance with the provisions of Article VII of the Articles of Incorporation.

ARTICLE XI. INDEMNIFICATION

The Association shall indemnify every Director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him with respect to any action, suit or proceedings to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any former Lot Owner from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership.

ARTICLE XIII. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of all meetings unless in conflict with Florida law, the Declaration, these Bylaws or the Articles of Incorporation.

ARTICLE XIV. RULES AND REGULATIONS

Section 1. The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing the operating, use, maintenance, management and control of the Common Areas and the Association property. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place and copies shall be furnished to each Lot Owner upon request.

Section 2. In the event of any conflict between the Rules and Regulations adopted or amended and the Declaration and these Bylaws, the Declaration or these Bylaws shall prevail.

ARTICLE XV. TRANSFER FEES

No charge shall be made by the Association in connection with the sale, mortgage, lease, sublease or other transfer of a Lot.

The foregoing Bylaws were adopted as the Bylaws of the Association at the first meeting of the Board of Directors.

Approved: November 14, 1996.

Susan Titcomb, Secretary

Attest:

Kent Titcomb, President

Book: 4155 Page: 2193 Diane M. Matousek Volusia County, Clerk of Court

CERTIFICATE

THE UNDERSIGNED, Secretary of Cross Creek Homeowners Association of DeLand, Phase Two, Inc., hereby certifies the attached Bylaws constitute the Bylaws of said corporation duly adopted by the Board of Directors of Cross Creek Homeowners Association of DeLand, Phase Two, Inc.

Susan Titcomb, Secretary State of Florida County of Volusia The foregoing instrument was acknowledged before me this ____/ \(\frac{1}{2} \) day of November, 1996, by Susan Titcomb, Secretary of Cross Creek Homeowners Association of DeLand, Phase Two, Inc., who is personally known to me or who has produced as identification. Notary Signature

LYNNE LARSON

Notary Name Printed Notary Public Title/Rank Commission Number My Commission Expires:

