

Prepared by and returned to:

Becker & Poliakoff, P.A.
Robyn M. Severs, Esquire
111 N. Orange Ave, Suite 1400
Orlando, FL 32801

**CERTIFICATE OF REVIVAL AND EXECUTION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CROSS CREEK, A SUBDIVISION**

The undersigned authorities on behalf of CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC., (the "Association") hereby certify that in accordance with the provisions of Section 720.403, *et seq.*, Florida Statutes, that the governing documents for CROSS CREEK, PHASE 1, consisting of:

- Declaration of Covenants, Conditions and Restrictions of Cross Creek, A Subdivision, recorded on October 9, 1990, at Official Records Book 3534, Page 1206 *et seq.*,
- Amendment to Declaration of Covenants, Conditions, and Restrictions, recorded at Official Records Book 3561, Page 1301 *et seq.*;
- Second Amendment to Declaration of Covenants, Conditions and Restrictions of Cross Creek, A Subdivision, recorded at Official Records Book 4234, Page 1974 *et seq.*;
- Third Amendment to Declaration of Covenants, Conditions and Restrictions of Cross Creek, A Subdivision, recorded at Official Records Book 4300, Page 4650 *et seq.*;
- Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Cross Creek, A Subdivision, recorded at Official Records Book 4533, Page 4930 *et seq.*;
- Articles of Incorporation of Cross Creek Homeowners Association of Deland, Phase Two, Inc. filed with the State of Florida on October 7, 1994;
- Articles of Merger of Cross Creek Homeowners' Association of Deland, Inc. and Cross Creek Homeowners Association of Deland, Phase Two, Inc. and Articles of Amendment of Cross Creek Homeowners Association of Deland, Phase Two, Inc., both filed with the State of Florida on November 19, 1996 and recorded at Official Records Book 4236, Page 2628, *et. seq.*;

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- Articles of Merger of Cross Creek Homeowners Association of Deland, Phase Two, Inc. and Cross Creek Homeowners Association of Deland, Phase III, Inc., filed with the State of Florida on April 20, 2023 (“Articles”) and recorded at Official Records Book 8398, Page 3244, *et seq.*;
- Bylaws of Cross Creek Homeowners Association of Deland, Phase Two, Inc., recorded at Official Records Book 4155, Page 2170 *et seq.*; and
- Certificate of First Amendment to Bylaws of Cross Creek Homeowners Association of Deland, Phase Two, Inc., recorded at Official Records Book 8398, Page 3252, *et seq.*;

all recorded in the Public Records of Volusia County, Florida and all attached hereto as **Exhibit A**, have been revived, as evidenced by the attached approval from the Florida Department of Commerce (“Department”) dated July 19, 2024, and received July 25, 2024, attached hereto as **Exhibit B**.

The owner name and legal description of each affected parcel of property is included in **Exhibit A**. A graphic depiction of the property governed by the Previous Declaration and to be governed by the Revived Declaration, is also included in **Exhibit A** and is the property included Cross Creek, Phase 1 recorded at Plat Book 43, Page 114 *et seq.*, of the Public Records of Volusia County, Florida.

Pursuant to Section 720.407, Florida Statutes, the undersigned President and Secretary of the Association hereby execute this Certificate of Revival and Execution of DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CROSS CREEK, A SUBDIVISION, approved by the Department.

Accordingly, the revived documents are effective for a period of thirty (30) years from the date of recording of this document for the purpose of the Marketable Record Title Act.

(Signatures on following pages)

Signed, sealed, and delivered in the presence of:

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

WITNESS:

Meadle Anderson
Witness #1 Signature

By: Edward Lee Somers
Edward Lee Somers, President
1577 Corner Crossing Road
Deland, FL 32720

Nicole Anderson
Witness #1 Printed Name

Date: 08/01/2024

101 N. Woodland Blvd
Deland FL 32720
Witness #1 Address

Taylor Harr
Witness #2 Signature

(CORPORATE SEAL)

Taylor Harr
Witness #2 Printed Name

101 N. Woodland Blvd
Deland FL ~~32720~~ 32720
Witness #2 Address

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1 day of August, 2024, by Edward Lee Somers, as President of **CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced Edward Lee Somers as identification.

(NOTARY SEAL)

Print Name: Sheyla Alexc
Commission No.: HH 230113
Commission Expires: 2/18/2026



Sheyla Alexc

WITNESS:

Melina Chesney Stanley
Witness #1 Signature

DEBRA CHESNEY STANLEY
Witness #1 Printed Name

1490 ROBINWOOD DR
DELAND FL 32720
Witness #1 Address

Courtney Hallstrom
Witness #2 Signature

Courtney Hallstrom
Witness #2 Printed Name

1765 Country Crest Ln.
DELAND, FL 32720
Witness #2 Address

By: B Stanley
Printed Name: BRIAN STANLEY

Title: Secretary
1490 Robinwood Dr
DELAND, FL 32720
Secretary Address

Date: 8-1-24

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1st day of August, 2024, by Brian Stanley, as Secretary of **CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/She personally known to me or has produced FLDL 8354-061-65-019-0 as identification.

(NOTARY SEAL)



Print Name: Sarah Bowman
Commission No.: Sarah Bowman
Commission Expires: _____

BOOK PAGE
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L. J. Swartz
CLERK CIRCUIT COURT
VOLUSIA CO., FL
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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 herein-after provided.

EXHIBIT "A"

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, redwood 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.

Robert C. Keaton

By:

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


Robin C. Keaton

BOOK PAGE
3534 1217
VOLUSIA CO., FL

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

3561 1301

RECORD VERIFIED

VOLUSIA COUNTY FL 154162

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY 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

(SEAL)

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

154162

09/15/1997 10:34
Instrument # 97152484
Book: 4234
Page: 1974

**SECOND 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 OF DELAND, PHASE I, as recorded in Plat Book 43, Page 114, Public Records of Volusia County, Florida; and

WHEREAS, said Declaration was previously amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions dated December 6, 1990, and recorded in Official Records Book 3561, Page 1301, 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:

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Cross Creek Homeowners Association of DeLand, Phase Two, 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 aforesaid subdivision map and as shown on the subdivision map of Cross Creek, Phase 2, a subdivision, as recorded in Plat Book 44, Page 176, Public Records of Volusia County, Florida, and such other subdivisions as may be developed and expressly subjected hereto by Declarant, its successors and assigns.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision referred to above and shown on Cross Creek, Phase 2, a subdivision, as recorded in Plat Book 44, Page 176, Public Records of Volusia County, Florida, and such other subdivisions as may be developed and expressly subjected hereto by Declarant, its successors and assigns, with the exception of the Common Areas.

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, the subdivision designated as Cross Creek, Phase 2, a

subdivision, as recorded in Plat Book 44, Page 176, Public Records of Volusia County, Florida, and such other subdivisions as Declarant may add or annex to the existing Subdivision.

IN WITNESS WHEREOF, Declarant has caused its hand and seal to be affixed this 14th day of September, 1996.

Witnesses

AMICORP, INC.

Juanita Hutchison
R. Michael Kennedy

By Kent Titcomb
Kent Titcomb, Vice-President

State of Florida
County of Volusia

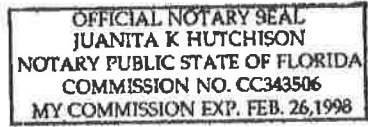
The foregoing instrument was acknowledged before me this 14th day of September, 1996, by Kent Titcomb, Vice-President of AMICORP, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public
Title/Rank

Commission Number

Juanita K. Hutchison
Notary Signature
JUANITA K. HUTCHISON
Notary Name Printed

My Commission Expires:





04/30/1998 08:36
Instrument # 98075885
Book: 4300
Page: 4650

**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 Micalle-Ortiz
JANICE MICALLE-ORTIZ
Marcelle Horwath
MARCELLE HORWATH

By: Kent Titcomb VP
Kent Titcomb, Vice-President

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.,
(X) 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 CC481715
Expires Sep. 09, 1999

03/24/2000 08:29
Instrument # 2000-049890
Book: 4533
Page: 4930

Prepared by and return to:
Kirk T. Bauer, Esquire
Biernackl & Bauer, P.A.
P.O. Box 459
DeLand, FL 32721-0459
(904) 734-3313

FOURTH 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 SUBDIVISION, 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. ARTICLE V, SECTION 10, is hereby deleted in its entirety and the following replaces the same:

BOOK: 4533
PAGE: 4931

Section 10. The Declarant shall not be required to pay any assessment on any lot owned by the Declarant, nor shall any assessment accrue on any lot owned by the Declarant, except as provided herein. The Declarant may be assessed on any lot upon which the Declarant has constructed a residence prior to December 1, 1999 beginning on June 1, 2001. The Declarant may be assessed on any lot upon which the Declarant constructs a residence after December 1, 1999 beginning eighteen months from the date the Declarant obtains a certificate of occupancy for the home on the respective lot.

2. ARTICLE X, SECTION 3, is hereby deleted in its entirety and the following replaces the same:

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 an officer of the CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC. as approved by not less than a majority of the membership of CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC. at a properly called meeting.

IN WITNESS WHEREOF, Declarant has caused its hand and seal to be affixed this 17th day of March, 2000.

Witnesses

[Signature]
Marcelle Horvath

AMICORP, INC.

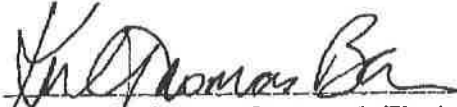
By: [Signature]
Kent Titcomb, Vice-President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of March, 2000, by Kent Titcomb, Vice-President of

Book: 4533
Page: 4932
Diane M. Matousek
Volusia County, Clerk of Court

AMICORP, INC., (X) who is personally known to me OR () has produced the following as identification: _____


Notary Public - State of Florida
KIRK THOMAS BAUER
Notary's Printed Signature
My Commission Expires:



Kirk Thomas Bauer
MY COMMISSION # 00649993 EXPIRES
July 22, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

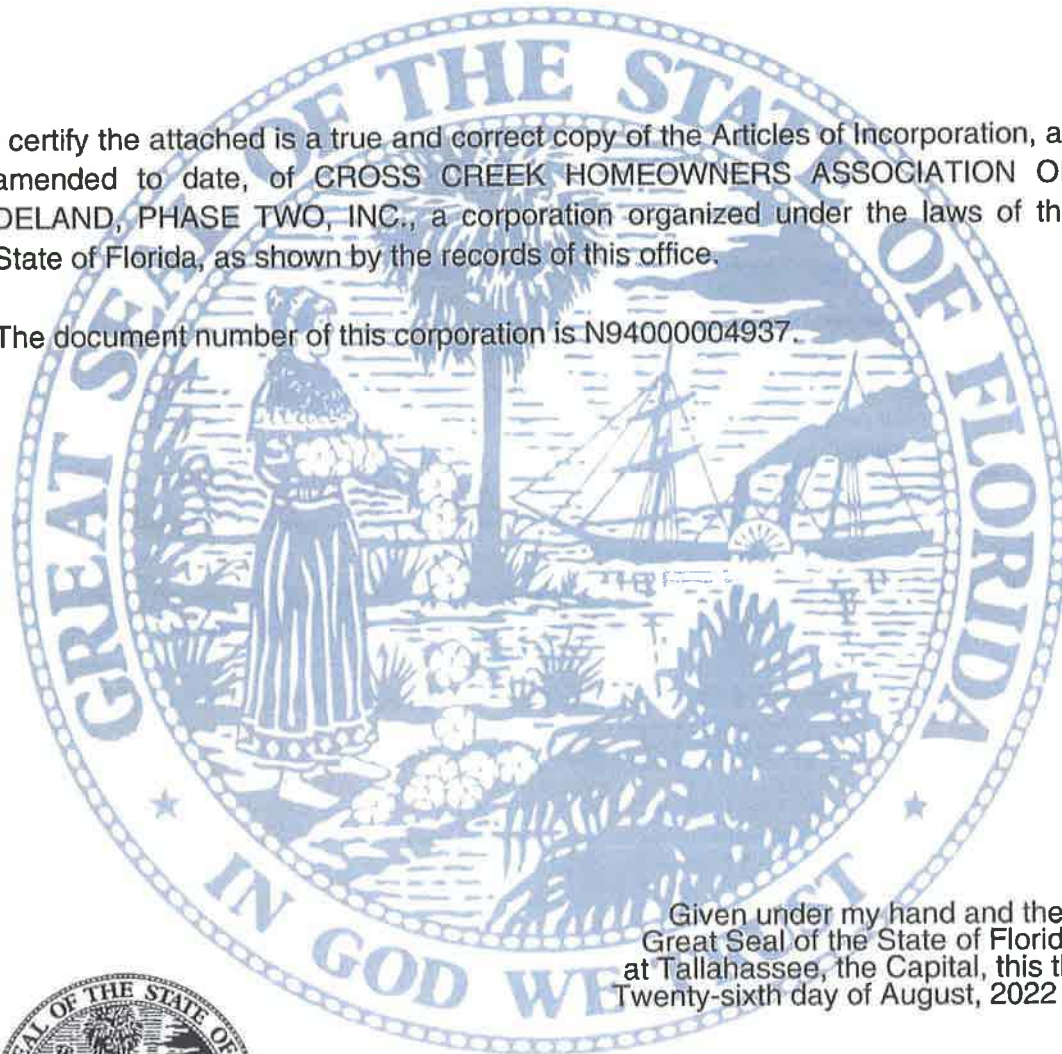
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N94000004937.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-sixth day of August, 2022




Cord Byrd
Secretary of State

FILED
EST-7 11 34

ARTICLES OF INCORPORATION
OF
CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC.
A NONPROFIT CORPORATION

We, the undersigned, with other persons being desirous of forming a nonprofit corporation, under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I.

The name of the corporation shall be:
CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC.

The address of the principal office of this corporation shall be 400 Nut Tree Drive, Deland, Florida 32724, and the mailing address of the corporation shall be the same.

ARTICLE II.

The general purpose of the business or businesses to be transacted by this corporation, together with and in addition to the authority and powers conferred by the laws of the State of Florida is a homeowners association.

ARTICLE III.

The manner in which the directors are to be elected or appointed is as stated in the Bylaws.

ARTICLE IV.

The name and address of the incorporator of these Articles is:

Corporation Information Services, Inc.
1201 Hays Street
Tallahassee, Florida 32301

ARTICLE V.

This corporation is to exist perpetually.

ARTICLE VI. DIRECTORS

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of its Board of Directors, subject to any limitation set forth in these Articles of Incorporation. This corporation shall have three Directors, initially. The names and addresses of the initial members of the Board of Directors are:

Ellwood A. Titcomb Dir.	400 Nut Tree Drive Deland, Florida 32724
Susan Titcomb Dir.	Same
Kent S. Titcomb Dir.	Same

ARTICLE VII. OFFICERS.

The names and addresses of the initial officers of the corporation who shall hold office for the first year of the corporation, or until their successors are elected or appointed are:

Ellwood A. Titcomb 400 Nut Tree Drive
Pres. Doland, Florida 32724

Susan Titcomb Same
V. Pres.

Kent S. Titcomb Same
Sec./Treas.

ARTICLE VIII.

The street address of the initial registered office of the corporation shall 1201 Hays Street, Tallahassee, Florida 32301, and the name of the initial registered agent of the corporation at that address is Corporation Information Services, Inc.

IN WITNESS WHEREOF, the undersigned agent of Corporation Information Services, Inc., has hereunto set their hand and seal of Corporation Information Services, Inc. on October 6, 1994.

Corporation Information Services, Inc.

By: Gail Shelby
Its Agent, Gail Shelby

FILED
201 OCT -7 '64

ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN ARTICLES OF INCORPORATION

Corporation Information Services, Inc., a Florida corporation authorized to transact business in this State, having a business office identical with the registered office of the corporation named above, and having been designated as the Registered Agent in the above and foregoing Articles, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.

CORPORATION INFORMATION SERVICES, INC.

By: Gail Shelby
Its Agent, Gail Shelby

09/22/1997 11:07
Instrument # 97156993
Book : 4236
Page : 2628

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on November 19, 1996, for CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC., the surviving Florida corporation, as shown by the records of this office.

The document number of this corporation is N [REDACTED]

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-sixth day of November, 1996



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

Book: 4236
Page: 2629

ARTICLES OF MERGER
OF
CROSS CREEK HOMEOWNERS' ASSOCIATION
OF DELAND, INC.

AND

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

FILED
96 NOV 19 PM 1:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED, PURSUANT TO AND IN COMPLIANCE with Florida Statutes Section 617.1105, Cross Creek Homeowners' Association of DeLand, Inc. and Cross Creek Homeowners Association of DeLand, Phase Two, Inc., hereby join together and merge the corporations and certify:

ARTICLE I

The Plan of Merger executed by the respective duly authorized officers of each corporation is set forth and attached hereto as Exhibit A.

ARTICLE II

Whereas the members of each corporation are not authorized to vote a plan of merger, the Plan of Merger was duly adopted by the Board of Directors of Cross Creek Homeowners' Association of DeLand, Inc. and by the Board of Directors of Cross Creek Homeowners Association of DeLand, Phase Two, Inc. on September 13, 1996, as evidenced by copies of Resolutions attached hereto as Exhibit B. As of the date of adoption of the

Resolutions, Exhibit B, there were three (3) directors on each Board of Directors and both votes were unanimous.

ARTICLE III

The effective date of the merger is the date of filing hereof by the Florida Department of State.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 14th day of September 1996.

CROSS CREEK HOMEOWNERS' ASSOCIATION OF DELAND, INC.

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

By Kent Titcomb
Kent Titcomb, President

By Kent Titcomb
Kent Titcomb, President

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 14th day of September, 1996, by Kent Titcomb, President of Cross Creek Homeowners' Association of DeLand, Inc., who is personally known to me or who has produced _____ as identification.

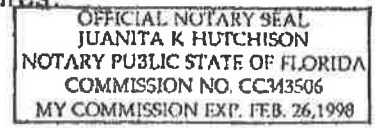
Notary Public
Title/Rank

Juanita K. Hutchison
Notary Signature

Commission Number

JUANITA K. HUTCHISON
Notary Name Printed

My Commission Expires:



State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 14th
day of September, 1996, by Kent Titcomb, President of Cross Creek
Homeowners Association of DeLand, Phase Two, Inc., who is personally
known to me or who has produced _____
as identification.

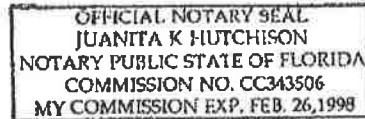
Notary Public
Title/Rank

Juanita K. Hutchison
Notary Signature

Commission Number

JUANITA K. HUTCHISON
Notary Name Printed

My Commission Expires:



PLAN OF MERGER

WHEREAS, CROSS CREEK HOMEOWNERS' ASSOCIATION OF DELAND, INC. (hereafter CROSS CREEK) is the Florida not-for-profit corporation responsible for the maintenance of common areas and operation of Cross Creek Subdivision, as per plat in Plat Book 43, Page 114, Public Records of Volusia County, Florida; and

WHEREAS, CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC. (hereafter PHASE TWO) is the Florida not-for-profit corporation responsible for the maintenance of common areas and operation of Cross Creek DeLand, Phase 2, a Subdivision, as per plat in Plat Book 144, Page 176, Public Records of Volusia County, Florida; and

WHEREAS, CROSS CREEK and PHASE TWO have elected and do hereby elect to merge both corporations pursuant to Florida Statutes Section 617.1101, *et seq.*; and

WHEREAS, CROSS CREEK and PHASE TWO desire to set forth in this Plan of Merger all statutorily required provisions;

NOW, THEREFORE, CROSS CREEK and PHASE TWO hereby agree to execute all documentation necessary for the merger of both corporations upon the following terms:

1. The names of the corporations proposing to merge are (1) CROSS CREEK HOMEOWNERS' ASSOCIATION OF DELAND, INC. and (2) CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC.

2. The name of the surviving corporation into which both of the aforesaid corporations plan to merge is CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC., which is hereafter referred to as the surviving corporation.

3. The terms and conditions of the proposed merger shall be that PHASE TWO, the surviving corporation, shall assume all responsibility and obligations and shall be entitled to all powers and authority for the maintenance of common areas and operation of Cross Creek Subdivision as set forth in the Declaration of Covenants, Conditions and Restrictions of Cross Creek, a Subdivision, as recorded on October 9, 1990 in Official Records Book 3534, Page 1206, Public Records of Volusia County, Florida, and shall also assume all responsibility and obligations and shall be entitled to all powers and authority for the maintenance of common areas and operation of Cross Creek DeLand, Phase 2, Subdivision as set forth in the Declaration of Covenants, Conditions and Restrictions of Cross Creek DeLand, Phase II, a Subdivision, as recorded on December 2, 1994, in Official Records Book 3967, Page 382, Public Records of Volusia County, Florida.

4. Amendments to Articles II and VIII of the Articles of Incorporation of PHASE TWO shall be amended to evidence the effect of the merger and to reference both subdivisions to be operated and managed by PHASE TWO, the surviving corporation.

5. Such other provisions of the proposed merger include amendments to the aforesaid Declarations of Covenants, Conditions and Restrictions to effect the results and consequences of this merger.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

14th day of September, 1996.

Witnesses

Juanita Hutchison
R. Michael Kennedy

CROSS CREEK HOMEOWNERS'
ASSOCIATION OF DELAND, INC.

By Kent Titcomb
Kent Titcomb, President

Witnesses

Juanita Hutchison
R. Michael Kennedy

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

By Kent Titcomb
Kent Titcomb, President

Book: 4236
Page: 2635

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 14th
day of September, 1996, by Kent Titcomb, President of Cross Creek
Homeowners' Association of DeLand, Inc., who is personally known to me or
who has produced _____ as identification.

Notary Public
Title/Rank

Juanita K. Hutchison
Notary Signature

Commission Number

JUANITA K. HUTCHISON
Notary Name Printed

My Commission Expires:

OFFICIAL NOTARY SEAL
JUANITA K HUTCHISON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC343506
MY COMMISSION EXP. FEB. 26, 1998

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 14th
day of September, 1996, by Kent Titcomb, President of Cross Creek
Homeowners Association of DeLand, Phase Two, Inc., who is personally
known to me or who has produced _____
as identification.

Notary Public
Title/Rank

Juanita K. Hutchison
Notary Signature

Commission Number

JUANITA K. HUTCHISON
Notary Name Printed

My Commission Expires:

OFFICIAL NOTARY SEAL
JUANITA K HUTCHISON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC343506
MY COMMISSION EXP. FEB. 26, 1998

CORPORATE RESOLUTION

THE BOARD OF DIRECTORS of Cross Creek Homeowners Association of DeLand, Phase Two, Inc., pursuant to Florida Statutes Section 617.1103(1)(b), at a meeting held September 13, 1996, considered the proposed Plan of Merger, a copy of which is attached hereto, and upon motion duly made and unanimously approved, it was

RESOLVED, the proposed Plan of Merger between Cross Creek Homeowners' Association of DeLand, Inc. and Cross Creek Homeowners Association of DeLand, Phase Two, Inc. (as the surviving corporation) is approved and the President is hereby authorized and directed to execute any and all documentation necessary to effect and complete said merger.

ADOPTED this 13th day of September, 1996.



Secretary

Book: 4236
Page: 2637
Diane M. Matousek
Volusia County, Clerk of Court

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ADOPTED this 13th day of September, 1996.



Secretary

09/22/1997 11:08
Instrument # 97156994
Book: 4236
Page: 2638

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on November 19, 1996, to Articles of Incorporation for CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N [REDACTED]

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of November, 1996



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

Book: 4236
Page: 2639

AMENDMENT TO ARTICLES OF INCORPORATION
OF
CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND
PHASE TWO, INC.

FILED
96 NOV 19 PM 1:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PURSUANT TO FLORIDA STATUTES CHAPTER 617, the undersigned, President and Secretary of Cross Creek Homeowners Association of DeLand, Phase Two, Inc., hereby submit and file these amendments to the Articles of Incorporation of Cross Creek Homeowners Association of DeLand, Phase Two, Inc., previously filed with the Florida Secretary of State on October 7, 1994, as follows:

ARTICLE II

The provisions of Article II are hereby deleted and the following substituted therefor:

ARTICLE II: This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide, within those certain tracts of real property described as: CROSS CREEK, a subdivision as recorded in Plat Book 43, Page 114, Public Records of Volusia County, Florida and CROSS CREEK DELAND, Phase 2, a subdivision as recorded in Plat Book 44, Page 176, Public Records of Volusia County, Florida, together with any additions or annexations thereto as may hereafter be brought within the jurisdiction of this Association, for the promotion of the health, safety and welfare of the owners and residents within the described real properties,

and to otherwise exercise all of the powers and privileges allowed and legal under the laws of the State of Florida and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions, by the Developer dated October 2, 1990, and recorded October 9, 1990, in Official Records Book 3534, Page 1206, Public Records of Volusia County, Florida, and in that Declaration of Covenants and Restrictions dated November 23, 1994, and recorded December 2, 1994, in Official Records Book 3967, Page 3824, Public records of Volusia County, Florida, and such other Declaration or Declarations of Covenants, Conditions and Restrictions as may hereafter be recorded and which provide for operation and management by this Association, and to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the aforesaid Declarations and directed to be assessed by the Association hereunder, and to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges and maintenance and upkeep of the Association's properties.

ARTICLE VIII

The first paragraph of Article VIII is hereby deleted and the following is substituted therefor:

ARTICLE VIII: The members of the Association shall consist of all of the record owners of all lots in CROSS CREEK OF DELAND, PHASE I, a subdivision, as recorded in Plat Book 43, Page 114, Public Records of Volusia

Book: 4236
Page: 2641
Diane M. Matousek
Volusia County, Clerk of Court

County, Florida and in CROSS CREEK DELAND, PHASE 2, a subdivision, as recorded in Plat Book 44, Page 176, Public Records of Volusia County, Florida, and such other subdivisions as may be added by Developer or its successors and assigns.

Pursuant to Florida Statutes Section 617.1008, the foregoing amendments were adopted on September 13, 1996, at a duly called meeting of the membership by an affirmative vote of at least 60% of the total number of eligible voters. The number of votes cast was sufficient for approval.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 14th day of September, 1996.

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

Attest:

Susan Titcomb

Secretary

State of Florida
County of Volusia

By Kent Titcomb
Kent Titcomb, President

The foregoing instrument was acknowledged before me this 14th day of September, 1996, by Kent Titcomb, President of Cross Creek Homeowners Association of DeLand, Phase Two, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public
Title/Rank

Commission Number

Juanita K. Hutchison
Notary Signature

JUANITA K. HUTCHISON
Notary Name Printed

My Commission Expires:

OFFICIAL NOTARY SEAL
JUANITA K HUTCHISON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC343506
MY COMMISSION EXP. FEB. 26, 1998

This instrument prepared by and)
 should be returned to:)
)
 Robyn M. Severs, Esq.)
 Becker)
 111 N. Orange Ave., Ste 1400)
 Orlando, Florida 32801)
)
 Cross Reference to Official Records)
 Book 3534, Page 1206; Book 3967, Page)
 3824; Book 4475, Page 2044; Book 4594,)
 Page 1139; Book 4890, Page 3791; Book 4234,)
 Page 1977; Book 4300, Page 4652; Book 4533,)
 Page 4930; Book 4533, Page 4933; Book 8247,)
 Page 507, Public Records of Volusia)
 County, Florida.)
)

CERTIFICATE OF RECORDING / NOTICE OF MERGER

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

WHEREAS, Cross Creek Homeowners Association of Deland, Phase Two, Inc. a Florida Corporation not for profit (“Phase Two”), is the corporate entity responsible for the operation and management of Cross Creek DeLand, Phase 2, a Subdivision, as per plat in Plat Book 44, Page 176, Public Records of Volusia County, Florida, as more particularly described in the Declaration of Covenants, Conditions and Restrictions of Cross Creek Deland, Phase II, A Subdivision, recorded at O.R. Book 3967, Page 3824 of the Public Records of Volusia County, Florida, as same has been amended from time to time; and of Cross Creek of Deland, Phase I, as per plat in Plat Book 43, Page 114, Public Records of Volusia County, Florida, as more particularly described in Declaration of Covenants, Conditions and Restrictions of Cross Creek, a Subdivision, in Official Records Book 3534, Page 1206, Public Records of Volusia County, Florida, as amended from time to time; and

WHEREAS, Cross Creek Homeowners Association of Deland, Phase III, Inc. a Florida Corporation not for profit (“Phase III”), is the corporate entity responsible for the operation and management of Cross Creek DeLand, Phase III, as per plat in Plat Book 47, Page 86, Public Records of Volusia County, Florida, as more particularly described in the Declaration of Covenants, Conditions, and Restrictions of Cross Creek Deland, Phase III, A Subdivision, recorded at Official Records Book 4475, Page 2044 of the Public Records of Volusia County, Florida, as same has been amended from time to time; and

WHEREAS, the members of Phase Two voted to merge the two corporations into a single corporate entity by vote taken at a meeting held on February 9, 2023; and

WHEREAS, the members of Phase III voted to merge the two corporations into a single corporate entity by vote taken February 16, 2023; and

WHEREAS, said Plan of Merger has been finalized by the filing of Articles of Merger with the Secretary of State, Division of Corporations, which were accepted for filing on April 20, 2023.

NOW THEREFORE, record notice is placed as follows:

1. The above recitations are true and correct.
2. Cross Creek Homeowners Association of Deland, Phase III, Inc. a Florida Corporation not for profit, the merging corporation, has merged into Cross Creek Homeowners Association of Deland, Phase Two, Inc. a Florida Corporation not for profit.
3. Cross Creek Homeowners Association of Deland, Phase Two, Inc. shall assume all rights, title, and interests to all assets and liabilities of Cross Creek Homeowners Association of Deland, Phase III, Inc.
4. The merger shall take effect upon filing of Articles of Merger with the Department of State, pursuant to the Articles of Merger and Plan of Merger attached hereto.

Executed on this 18th day of MARCH, 2023.

Signed, sealed and delivered in the presence of:

Printed Name:

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

Printed Name:

By: Edward Lee Somers
Printed Name: Edward Lee Somers
Title: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of March, 2023, by Edward Lee Somers as President of Cross Creek Homeowners Association of Deland, Phase Two, Inc. who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Joyce Fulton-Bradley
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Joyce Fulton-Bradley
Commission No.: _____
Commission Expires: _____





FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 21, 2023

FLORIDA CAPITAL COURIER SERVICES, INC.

,

Re: Document Number N94000004937

The Articles of Merger were filed April 20, 2023, for CROSS CREEK HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC., the surviving Florida entity.

Should you have any further questions concerning this matter, please feel free to call (850) 245-6050, the AMENDMENT SECTION.

Tammi Cline
Regulatory Specialist II Supervisor
Division of Corporations

Letter Number: 923A00009028

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

ARTICLES OF MERGER

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

The following Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

1. The Plan of Merger of Cross Creek Homeowners Association of Deland, Phase Two, Inc. and Cross Creek Homeowners Association of Deland, Phase III, Inc. both Florida corporations not-for-profit, has been duly approved, as follows:
 - (a) By majority approval of the Board of Directors of Cross Creek Homeowners Association of Deland, Phase Two, Inc. at a meeting held 12/08/2022, and by the membership of that Association at a membership meeting held 2/09/2023.
 - (b) By majority approval of the Board of Directors of Cross Creek Homeowners Association of Deland, Phase III, Inc. at a meeting held 12/13/2022 and by the membership of that Association at a membership meeting held 2/16/2023.
2. The surviving corporation shall be Cross Creek Homeowners Association of Deland, Phase Two, Inc. a Florida not-for-profit corporation, Document No. N94000004937.
3. The merging corporation shall be Cross Creek Homeowners Association of Deland, Phase III, Inc., a Florida not-for-profit corporation, Document Number N01000002953.
4. As to the surviving corporation, the Plan of Merger was adopted by a vote of 68 members in favor and 3 member opposed at a meeting of the surviving corporation held on 2/09/2023, which is a sufficient vote to approve the Plan of Merger.
5. As to the merging corporation, the Plan of Merger was adopted by a vote of 37 member in favor and 12 member opposed at a meeting of the merging corporation held on 2/16/2023 which is a sufficient vote to approve the Plan of Merger.
6. The Plan of Merger adopted by the corporations is attached herewith to these Articles of Merger.
7. The Articles of Incorporation of the surviving corporation shall be the Articles of Incorporation of the surviving corporation, as filed with the Secretary of State on October 7, 1994 which were amended on November 6, 1996, and as shall be further amended as indicated below

Additions indicated by **bolding** and underlining.

Deletions indicated by ~~striking through~~.

- 1. Article II of the Articles of Incorporation shall be amended as follows:

ARTICLE II: This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide, within those certain tracts of real property described as: CROSS CREEK OF DELAND, PHASE I, a subdivision as recorded in Plat Book 43, Page 114, Public Records of Volusia County, Florida; ~~and~~ CROSS CREEK DELAND, Phase II, a subdivision as recorded in Plat Book 44, Page 176, Public Records of Volusia County, Florida; ~~;~~ and CROSS CREEK DELAND, Phase III, as recorded in Plat Book 47, Page 86, Public Records of Volusia County, Florida. together with any additions or annexations thereto as may hereafter be brought within the jurisdiction of this Association, for the promotion of the health, safety and welfare of the owners and residents within the described real properties, and to otherwise exercise all of the powers and privileges allowed and legal under the laws of the State of Florida and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions, by the Developer dated October 2, 1990, and recorded October 9, 1990, in Official Records Book 3534, Page 1206, Public Records of Volusia County, Florida, ~~and~~ in that Declaration of Covenants and Restrictions dated November 23, 1994, and recorded December 2, 1994, in Official Records Book 3967, Page 3824, Public records of Volusia County, Florida, in that Declaration of Covenants, Conditions, and Restrictions of Cross Creek Deland, Phase III, A Subdivision, recorded at Official Records Book 4475, Page 2044 of the Public Records of Volusia County, Florida. and such other Declaration or Declarations of Covenants, Conditions and Restrictions as may hereafter be recorded and which provide for operation and management by this Association, including all amendments to all of the above referenced Declarations, and to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the aforesaid Declarations and directed to be assessed by the Association hereunder, and to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges and maintenance and upkeep of the Association's properties.

- 2. The first paragraph of Article VIII of the Articles shall be amended as follows:

ARTICLE VIII: The members of the Association shall consist of all of the record owners of all lots in CROSS CREEK OF DELAND, PHASE I, a subdivision, as recorded in Plat Book 43, Page 114, Public Records of Volusia County, Florida, ~~and in~~ CROSS CREEK DELAND, PHASE II, a subdivision, as recorded in Plat Book 44, Page 176, Public Records of Volusia County, Florida, CROSS CREEK DELAND, PHASE III, and such other subdivisions as may be added by Developer or its successors and assigns.

* * * * *

- 8. The merger shall become effective on the date of the Articles of Merger are filed with the Florida Department of State, as provided in the Plan of Merger.

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

BY: [Signature]
Lee Somers, President

Date: 02/12/23

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

BY: [Signature]
J. Kuhatschek, President

Date: 2/16/2023

PLAN OF MERGER

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

WHEREAS, Cross Creek Homeowners Association of Deland, Phase Two, Inc. a Florida Corporation not for profit ("Phase Two"), is the corporate entity responsible for the operation and management of Cross Creek DeLand, Phase 2, a Subdivision, as per plat in Plat Book 44, Page 176, Public Records of Volusia County, Florida, as more particularly described in the Declaration of Covenants, Conditions and Restrictions of Cross Creek Deland, Phase II, A Subdivision, recorded at O.R. Book 3967, Page 3824 of the Public Records of Volusia County, Florida, as same has been amended from time to time; and of Cross Creek of Deland, Phase I, as per plat in Plat Book 43, Page 114, Public Records of Volusia County, Florida, as more particularly described in Declaration of Covenants, Conditions and Restrictions of Cross Creek, a Subdivision, in Official Records Book 3534, Page 1206, Public Records of Volusia County, Florida, as amended from time to time; and

WHEREAS, Cross Creek Homeowners Association of Deland, Phase III, Inc. a Florida Corporation not for profit ("Phase III"), is the corporate entity responsible for the operation and management of Cross Creek DeLand, Phase III, as per plat in Plat Book 47, Page 86, Public Records of Volusia County, Florida, as more particularly described in the Declaration of Covenants, Conditions, and Restrictions of Cross Creek Deland, Phase III, A Subdivision, recorded at Official Records Book 4475, Page 2044 of the Public Records of Volusia County, Florida, as same has been amended from time to time; and

WHEREAS, the Boards of Directors of the above-named corporations have met and determined that simplicity and economy of operation of the Associations will be enhanced by the merger of the aforementioned corporations into a single operating entity.

THEREFORE, BE IT RESOLVED that pursuant to Section 617.1101 to 617.1103, Florida Statutes, the following plan of merger is hereby adopted.

1. Phase III shall be the merging corporation, and Phase Two shall be the surviving corporation.
2. Subsequent to the merger, Phase III. will be subject to the Articles of Incorporation and Bylaws of Phase Two as amended. The proposed amendments to the Articles of Incorporation and Bylaws to be adopted in connection with the merger are attached hereto.
3. Phase Two shall, upon the merger, assume all the powers, rights, causes of action, choses in action, duties, assets and liabilities of Phase III. Upon the effective date of the merger, the surviving corporation shall continue in existence and without further transfer succeed to and possess all the rights, privileges and purposes of the merging corporation and all of the property, real and personal, including causes of action, and every other asset of the merging corporation shall vest in the surviving corporation without further act or deed, and the surviving corporation without further act or deed, and the surviving corporation shall be liable for all the liabilities, obligations, and penalties of the merging corporation. No liability or obligation due or to become due, claim or demand for any cause existing against either corporation, or any member, officer, director, or employee thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then

pending by or against either corporation, or any member, officer, director, or employee thereof shall abate or be discontinued by such merger but may be enforced, prosecuted, defended, settled or compromised as if such merger had not occurred, or the surviving corporation may be substituted in any action or proceeding in place of the merging corporation.

If at any time the surviving corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to best perfect or confirm of record in the surviving corporation the title of any property or rights of the merging corporation or otherwise to carry out the provisions thereof, the proper officers and directors of the merging corporation, as of the effective date of the merger, shall execute and deliver any and all proper deeds, assignments and assurances in law and do all things necessary or proper to best perfect or confirm title to such property or rights in the surviving corporation and otherwise to carry out the provisions thereof.

- 4. This Plan of Merger shall become effective upon the approval of the Boards of Directors and membership of each merging corporation, pursuant to Section 617.1103, Florida Statutes, the adoption of the amendments to the Articles of Incorporation for Cross Creek Homeowners Association of Deland, Phase Two, Inc. and Bylaws of Cross Creek Homeowners Association of Deland, Phase Two, Inc. attached hereto as required, and the filing of Articles of Merger with the Department of State pursuant to Section 617.1105, Florida Statutes (the "Effective Date").

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

BY: Lee Somers
Lee Somers, President

Date: 02/17/23

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

BY: Jack Kuhatschek
Jack Kuhatschek, President

Date: 2/16/2023

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

(a Florida not-for-profit corporation)

**ARTICLE I.
IDENTITY**

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.

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. Designation of Voting Member: 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. First Board of Directors: 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:

<u>Name</u>	<u>Address</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. Vacancies: 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. Disqualification and Resignation of Directors: 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. Compensation: 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. Declarant's Selection of Directors: 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. Positions: 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. Election: 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. Vice-President: 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

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

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. Negligence of Lot Owner: 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.

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

Susan Titcomb, Secretary

Attest:

Kent Titcomb

Kent Titcomb, President

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.

Date: November 14, 1996.

Susan Titcomb

Susan Titcomb, Secretary

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 14 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 Public
Title/Rank

CC 364612
Commission Number

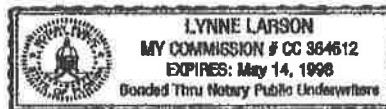
Lynne Larson

Notary Signature

LYNNE LARSON

Notary Name Printed

My Commission Expires:



This instrument prepared by and)
 should be returned to:)
)
 Robyn M. Severs, Esq.)
 Becker)
 111 N. Orange Ave., Ste 1400)
 Orlando, Florida 32801)
)
 Cross Reference to Official Records)
 Book 4155, Page 2170;)
 Public Records of Volusia)
 County, Florida.)
 _____)

**CERTIFICATE OF FIRST AMENDMENT TO BYLAWS OF CROSS CREEK
 HOMEOWNERS ASSOCIATION OF DELAND, PHASE TWO, INC.**

THIS IS TO CERTIFY that the following language amending Article I, Section 3, and Article IV, Section 1 of the Bylaws of Cross Creek Homeowners Association of Deland, Phase Two, Inc. ("Bylaws"), which were originally recorded in Official Records Book 4155, Page 2170 of the Public Records of Volusia County, Florida, constitutes the First Amendment to the Bylaws. Pursuant to the requirements in Section 720.306(1)(b), Florida Statutes, this First Amendment was adopted by the affirmative vote of two-thirds of the voting interests of the Association on February 9, 2023.

1. Article I, Section 3 of the Bylaws shall be amended as follows:

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, Declaration of Covenants, Conditions and Restrictions of Cross Creek, a Subdivision, in Official Records Book 3534, Page 1206, Public Records of Volusia County, Florida, and the Declaration of Covenants, Conditions, and Restrictions of Cross Creek Deland, Phase III, a Subdivision, recorded at Official Records Book 4475, Page 2044 of the Public Records of Volusia County, Florida, all as amended from time to time (hereafter collectively referred to as "Declaration"). In the event of a conflict in the definitions in the Declaration, the definition in the Declaration of Covenants, Conditions, and Restrictions of Cross Creek Deland, Phase II shall control.

2. Article IV, Section 1 of the Bylaws shall be amended as follows:

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

Additions to text are indicated by bold underline; deletions by ~~strikeout~~.

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. Upon the merger of Cross Creek Homeowners Association of Deland, Phase III, Inc. ("Phase III Association") into Cross Creek Homeowners Association of Deland, Phase Two, Inc. ("Phase Two Association"), two (2) directors of the current Phase Two Association shall resign and two (2) directors of the former Phase III Association shall be appointed to fill the vacancies, who shall hold office for the balance of the unexpired term of the positions vacated. In the event the Phase Two Association only has three (3) Directors at the time of the merger, the initial Board of the surviving corporation shall consist of the three (3) Directors from the Phase Two Association who shall then appoint two (2) of the Directors from the Phase III Association, who shall hold office for the balance of the unexpired term of the vacant positions on the Phase Two Association's Board.

Executed on this 18th day of MARCH, 2023.

Signed, sealed and delivered in the presence of:

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

ADOLPH BATTISTA JR

Printed Name:

By: Edward Lee Somers

Printed Name: Edward Lee Somers

Kenneth E. Bradley

Printed Name:

Title: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of March, 2023, by Edward Lee Somers as President of Cross Creek Homeowners Association of Deland, Phase Two, Inc. [] who is personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Joyce Fulton - Bradley
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Joyce Fulton - Bradley
Commission No.: _____
Commission Expires: _____



Additions to text are indicated by bold underline; deletions by ~~strikeout~~.

Cross Creek Deland HOA Phase 1 Development

Lot	Parcel ID Number	Street Address/Mailing Address	Owners Name	Legal Description
1	700602000010	980 Marjorie Rawlings Dr, Deland, FL 32720	Ann L. Gerard, As Trustee of the Ann L. Gerard Living Trust, dated September 15, 1997	Lot 1, CROSS CREEK OF DELAND, PHASE 1, a subdivision according to map in Map Book 43, Pages 114 to 118, inclusive, Public Records of Volusia County, Florida
2	700602000020	970 Marjorie Rawlings Dr, Deland, FL 32720	William Mc Peak & Maria McPeak, husband and wife	Lot 2, CROSS CREEK OF DELAND, PHASE 1, according to the Plat thereof as recorded in Map Book 43, Page 114 through 118, inclusive, of the Public Records of Volusia County, Florida.
3	700602000030	1600 Kinnan Trail, Deland, FL 32720	William H. Condon & Stephanie C. Condon, husband and wife	Lot 3, Cross Creek, Phase 1, according to the plat thereof, as recorded in Map Book 43, Page(s) 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

4 700602000040 1602 Kinnan Trail, Deland, FL 32720
Brenton P. Titcomb a/k/a Brenton Paul
Titcomb and Lee C. Titcomb a/k/a Lee
Taylor Cason Titcomb, husband and wife
Lot 4 of CROSS CREEK PHASE 1,
according to the plat thereof as
recorded in Map Book 43, Page(s)
114 to 118, inclusive, of the Public
Records of Volusia County, Florida.

5 700602000050 1604 Kinnan Trail, Deland, FL 32720
Sally M. Huguenin
Lot 5, CROSS CREEK, Phase 1, a
subdivision according to map in Map
Book 43, Pages 114 to 118,
inclusive, Public Records of Volusia
County, Florida.

6 700602000060 1606 Kinnan Trail, Deland, FL 32720
Donald P. Gollubier & Ruth Gollubier,
husband and wife
Lot 6, Cross Creek Phase 1,
according to the plat thereof as
recorded in Map Book 43, Page 114
through 118, inclusive, of the Public
Records of Volusia County, Florida.

7 700602000070 1607 Kinnan Trail, Deland, FL 32720
Virgil A. Screws
Lot 7, CROSS CREEK OF DELAND,
Phase 1, a subdivision according to
map in Map Book 43, Page(s) 114
to 118, inclusive of the Public
Records of Volusia County, Florida.

8 700602000080 1605 Kinnan Trail, Deland, FL 32720

Tracy R. Anderson

LOT 8 of CROSS CREEK, PHASE I according to plat thereof recorded in Map Book 43, pages 114-118, inclusive, Public Records of Volusia County, Florida.

9 700602000090 1603 Kinnan Trail, Deland, FL 32720

Tina B. Myers

Lot 9, Cross Creek of Deland, Phase I, according to the map or plat thereof as recorded in Plat Book 43, Page 114, Public Records of Volusia County, Florida.

10 700602000100 1601 Kinnan Trail, Deland, FL 32720

James T. Rybinski & Desiree L. Rybinski, husband and wife

Lot 10, CROSS CREEK OF DELAND, Phase I, a subdivision according to the map recorded in Map Book 43, Pages 114 to 118, inclusive of the Public Records of Volusia County, Florida

11 700602000110 989 Marjorie Rawlings Dr, Deland, FL 32720

Yohann C. Ripert & Hannah Y. Sun, husband and wife

Lot 11, Cross Creek Phase 1, according to the map or plat thereof, as recorded in Map Book 43, Page 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

- 12 700602000120 904 Cabbage Court, Deland, FL 32720 Stephen Konopotski and Jessica Konopotski, husband and wife Lot 12, Cross Creek Phase 1, according to the map or plat thereof, as recorded in Map Book 43, Pages 114 through 118, inclusive, of the Public Records of Volusia County, Florida.
- 13 700602000130 906 Cabbage Court, Deland, FL 32720 Cornelia B. Barrett, life estate Lot 13, CROSS CREEK OF DELAND, PHASE 1, according to the plat thereof recorded in Map Book 42, Pages 114 to 118, INCLUSIVE, Public Records VOLUSIA County, Florida.
- 14 700602000140 908 Cabbage Court Richard M. Bond Lot 14, CROSS CREEK OF DELAND, Phase I, a subdivision according to plat in Plat Book 43, Pages 114 to 118, inclusive, Public Records of Volusia County, Florida.
- 15 700602000150 910 Cabbage Court, Deland, FL 32720 Mark D. DeWolfe Lot 15, CROSS CREEK PHASE 1, according to the plat thereof, recorded in Map Book 43, Page(s) 114 through 118, inclusive of the Public Records of Volusia County, Florida.

16	700602000160	912 Cabbage Court, Deland, FL 32720	Meaghan Cassie Boble, a married woman and Martin Thomas Boble, a single man, joint tenants with rights of survivorship	Lot 16, Cross Creek of Deland, Phase 1, according to the map or plat thereof, as recorded in Plat Book 43, Page 114, Public Records of Volusia County, Florida
17	700602000170	911 Cabbage Court, Deland, FL 32720	Timothy E. Pelligrino and Kimberly L. Pelligrino, husband and wife	Lot 17, Cross Creek of Deland, Phase 1, according to the map or plat thereof as recorded in Plat Book 43, Page 114, Public Records of Volusia County, Florida.
18	700602000180	909 Cabbage Court, Deland, FL 32720	Ramon Maisonet and Gladys Maisonet, husband and wife	Lot 18, Cross Creek Phase 1, according to the map or plat thereof, as recorded in Map Book 43, Pages 114 through 118, inclusive, of the Public Records of Volusia County, Florida.
19	700602000190	907 Cabbage Court, Deland, FL 32720	Daniel O'Connor	LOT 19, CROSS CREEK PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 43, PAGES 114 THROUGH 118, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

20 700602000200 905 Cabbage Court, Deland, FL 32720 Paul E. Garfinkel and Kay M. Garfinkel
Lot 20, Cross Creek of Deland, Phase 1, according to the map or plat thereof as recorded in Plat Book 43, Page 114, Public Records of Volusia County, Florida.

21 700602000210 903 Cabbage Court, Deland, FL 32720 Mary Hamilton and Kevin Hamilton, husband and wife
Lot 21, CROSS CREEK PHASE 1, a Subdivision according to map or plat thereof, as recorded in Map Book 43, Pages 114 to 118, inclusive, Public Records of Volusia County, Florida.

22 700602000220 999 Marjorie Rawlings Dr, Deland, FL 32720 Terry Marshall James and Anita Marie James, husband and wife
Lot 22, CROSS CREEK OF DELAND PHASE 1, according to the plat thereof, recorded in Plat Book 43, Page(s) 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

23 700602000230 1001 Marjorie Rawlings Dr, Deland, FL 32720 Keesha Michelle Ross and Brad Macarthur Lee, wife and husband
Lot 23, Cross Creek of Deland, Phase 1, according to the map or plat thereof, as recorded in Map Book 43, Pages 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

24 700602000240 1502 Robinwood Dr, Deland, FL Jeffrey S. Waymire and Linda M. Waymire, husband and wife

Lot 24, CROSS CREEK OF DELAND, Phase I, a subdivision as recorded in Plat Book 43, Pages 114 to 118, inclusive, Public Records of Volusia County, Florida.

25 700602000250 1504 Robinwood Dr, Deland, FL Edson Pacheco and Lilian Rossini, husband and wife

Lot 25, Cross Creek of Deland, Phase 1, according to the map or plat thereof, as recorded in Plat Book 43, Page 114, of the Public Records of Volusia County, Florida.

26 700602000260 1506 Robinwood Dr, Deland, FL Diane Sheldon and Jessica L. Brooks, joint tenants with full rights of survivorship

Lot 26, Cross Creek Phase 1, a subdivision according to the plat thereof, recorded in Map Book 43, Page(s) 114 through 118, of the Public Records of Volusia County, Florida.

27 700602000270 1508 Robinwood Dr, Deland, FL James R. Chappel and Bridget Chappel, husband and wife

Lot 27, CROSS CREEK OF DELAND, Phase I, a subdivision according to map in Map Book 43, Pages 114 to 118, inclusive, Public Records of Volusia County, Florida.

28 700602000280 1510 Robinwood Dr, Deland, FL 32720 James Errol Baxley and Karen Mary Baxley, husband and wife

Lot 28, CROSS CREEK PHASE 1, according to the map or plat thereof, as recorded in Plat Book 43, Page(s) 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

29 700602000290 1512 Robinwood Dr, Deland, FL 32720 Norman C. Mueller and Elizabeth S. Mueller, husband and wife

Lot 29, CROSS CREEK OF DELAND, PHASE I, according to the Plat thereof, recorded in Plat Book 43, Page(s) 114 to 118 of the Public Records of Volusia County, Florida.

30 700602000300 1514 Robinwood Dr, Deland, FL 32720 Rodger D. Wright and Sandra G. Wright, husband and wife

Lot 30, CROSS CREEK OF DELAND, Phase I, a subdivision according to map in Map Book 43, pages 114 to 118, inclusive, Public Records of Volusia County, Florida.

31 700602000310 1516 Robinwood Dr.; Mailing address: 1919 Eggert Dr, Schereville, IN 46375 Thomas P. Dutko and Elizabeth Dutko, husband and wife

Lot 31, CROSS CREEK, PHASE 1, according to map or plat thereof, as recorded in Map Book 43, Pages 114 to 118, inclusive, Public Records of Volusia County, Florida.

32 700602000320 1518 Robinwood Dr, Deland, FL 32720

Moises Fernal

Lot 32, CROSS CREEK, PHASE 1, According To The Map Or Plat Thereof, As Recorded in Plat Book 43, Pages 114 Through 118, Of The Public Records Of Volusia County, Florida.

33 700602000330 1520 Robinwood Dr, Deland, FL 32720

Patricia A. Shade

Lot 33, CROSS CREEK OF DELAND, PHASE 1, a subdivision as recorded in Plat Book 43, Pages 114 through 118, Public Records of Volusia County, Florida.

34 700602000340 1522 Robinwood Dr, Deland, FL 32720

Christopher M. Parker and Dawn M. Parker, husband and wife

Lot 34, Cross Creek of Deland Phase 1, accordign to the map or plat thereof, as recorded in Map Book 43, Page 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

35 700602000350 1524 Quail Crossing Ct, Deland, FL 32720

James Roger Davis and Laura Estelle Davis, husband and wife

Lot 35, CROSS CREEK OF DELAND, PHASE 1, according to the Plat thereof as recorded in Map Book 43, Page 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

36 700602000360 1523 Quail Crossing Ct., Deland, FL 32720 Robert W. Culpepper and Michelle L. Culpepper, husband and wife
Lot 36, Cross Creek Phase 1, according to the Plat thereof as recorded in Plat Book 43, page(s) 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

37 700602000370 1526 Robinwood Dr, Deland, FL 32720 Larry R. Correll-Hughes and Christy C. Correll-Hughes, husband and wife
Lot 37, Cross Creek Phase I, according to the map or plat thereof, as recorded in Plat Book 43, Page(s) 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

38 700602000380 1521 Robinwood Dr, Deland, FL 32720 Melissa M. Jackson and James B. Jackson, wife and husband
Lot 38, CROSS CREEK OF DELAND, PHASE I, a subdivision according to map in Map Book 43, Pages 114 to 118, inclusive, Public Records of Volusia County, Florida.

39 700602000390 1519 Robinwood Dr, Deland, FL 32720 Robert S. Gorman and Cheryl L. Gorman, husband and wife
Lot 39, CROSS CREEK OF DELAND, PHASE I, according to the plat thereof as recorded in Map Book 43, Pages 114 through 118, inclusive, Public Records of Volusia County, Florida.

40 700602000400 1517 Robinwood Dr, Deland, FL 32720 Joan M. Adler

Lot 40, CROSS CREEK OF DELAND, PHASE I, according to the Plat thereof as recorded in Map Book 43, Page 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

41 700602000410 1515 Robinwood Dr, Deland, FL 32720 Judy Gail Reed and Ronald H. Reed

Lot 41, Cross Creek Of Deland Phase 1 a/k/a Cross Creek Phase 1, according to the map or plat thereof, as recorded in Map Book 43, Pages 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

42 700602000420 1513 Robinwood Dr, Deland, FL 32720 Mary Ann Burke

Lot 42, CROSS CREEK PHASE 1, a subdivision according to the map in Map Book 43, Pages 114 to 118, inclusive, Public Records of Volusia County, Florida.

43 700602000430 1511 Robinwood Dr, Deland, FL 32720 Gabrielle E. Joplin and Jarret J. Joplin, wife and husband

Lot 43, Cross Creek Of Deland Phase I, according to the map or plat thereof, as recorded in Map Book 43, Page 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

44 700602000440 1509 Robinwood Dr, Deland, FL 32720 Jennifer Cascio
Lot 44, Cross Creek Phase 1, according to the map or plat thereof, as recorded in Plat Book 43, Page(s) 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

45 700602000450 1507 Robinwood Dr, Deland, FL 32720 Madelon S. Kimball, life estate, with a remainder interest in Danielle LaCour Enneking
Lot 45, CROSS CREEK OF DELAND, Phase I, a subdivision according to the map in Map Book 43, Pages 114 through 118, inclusive, Public Records of Volusia County, Florida.

46 700602000460 1505 Robinwood Dr, Deland, FL 32720 Nora L. Young, life estate
Lot 46, CROSS CREEK, PHASE I, according to the plat thereof, recorded in Map Book 43, Pages 114 to 118, inclusive, of the Public Records of Volusia County, Florida.

47 700602000470 1503 Robinwood Dr, Deland, FL 32720 Larry W. Beach and R. Jane Beach, husband and wife
Lot 47, CROSS CREEK OF DELAND, PHASE I, according to the Plat thereof as recorded in Map Book 43, Pages 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

48 700602000480 1003 Marjorie Rawlings Dr, Deland, FL 32720 Mark W. Pemberton and Beverly Sue Pemberton, husband and wife Lot 48, Cross Creek Phase 1, according to the map or plat thereof, as recorded in Map Book 43, pages 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

49 700602000490 1005 Marjorie Rawlings Dr, Deland, FL 32720 Michael B. Wingo and Charlaine Free, husband and wife Lot 49, CROSS CREEK PHASE 1, according to the Plat thereof as recorded in Map Book 43, Pages 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

50 700602000500 1510 Corner Crossing Rd, Deland, FL 32720 Ronald Nichols and Doreen Nichols, husband and wife as a life estate interest Lot 50, Cross Creek Phase 1, according to the map or plat thereof, as recorded in Map Book 43, Page 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

51 700602000510 1520 Corner Crossing Rd, Deland, FL 32720 Juanita Hutchison, as Trustee of The Juanita Hutchison Family Trust u/a/d May 18, 2022 Lot 51, CROSS CREEK OF DELAND, PHASE 1, according to the Plat thereof as recorded in Map Book 43, Page 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

52 700602000520 1530 Corner Crossing Rd /
Mailing address: 108 Red Sky Ct., Scott Strickland and Debi Strickland,
Lake Mary, FL 32746 husband and wife
Lot 52, CROSS CREEK OF DELAND,
Phase 1, a subdivision according to
map in Map Book 43, Pages 114 to
118, inclusive, Public Records of
Volusia County, Florida.

53 700602000530 1540 Corner Crossing Rd / Mailing
address: 50 S Lasalle St., Chicago,
IL 60675 George W. Wadsworth Jr
LOT 53, CROSS CREEK OF DELAND
PHASE 1, A SUBDIVISION AS
RECORDED IN PLAT BOOK 43, PAGES
114-118, PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA.

54 700602000540 1550 Corner Crossing Rd /
Mailing address: 2103 Hontoon Judith M. Whitelock, as Trustee of The
Rd, Deland, FL 32720-4308 Trust u/a/d Auguste 14, 2023
Lot 54, Cross Creek of Deland Phase
1, according to the plat thereof
recorded in Map Book 43, Page 114
to 118, inclusive, Public Records of
Volusia County, FL.

55 700602000550 1560 Corner Crossing Rd, Deland, James A. Staudt and Paula M. Staudt, for
FL 32720 a life estate
LOT 55, CROSS CREEK OF DELAND
PHASE 1, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT
BOOK 43, PAGE(S) 114 THROUGH
118, INCLUSIVE, OF THE PUBLIC
RECORDS OF VOLUSIA COUNTY,
FLORIDA.

56 700602000560

1570 Corner Crossing Rd, Deland, Christopher H. Campbell and Mary W. Campbell, husband and wife
FL 32720

Lot 56, CROSS CREEK PHASE 1, a Subdivision according to map in Map Book 43, Page(s) 114-118 of the Public Records of Volusia County, Florida.

57 700602000570

1575 Corner Crossing Rd, Deland, Mark A. Garcia and Heather S. Garcia, husband and wife
FL 32720

Lot 57, CROSS CREEK OF DELAND, Phase I, a subdivision according to map in Map Book 43, Pages 114 through 118, inclusive, Public Records of Volusia County, Florida.

58 700602000580

1569 Corner Crossing Rd, Deland, John Andrews and Martha J. Andrews, husband and wife
FL 32720

Lot 58, CROSS CREEK OF DELAND, Phase I, a subdivision according to map in Map Book 43, Page(s) 114 to 118, inclusive of the Public Records of Volusia County, Florida.

59 700602000590

1559 Corner Crossing Rd, Deland, Carol A. Poole
FL 32720

Lot 59, Cross Creek Phase 1, according to the map or plat thereof, as recorded in Map Book 43, Pages 114 through 118, inclusive, of the Public Records of Volusia County, Florida.

60 700602000600 1549 Corner Crossing Rd, Deland, Philip J. Schoffman and Christine M. Schoffman, husband and wife
Lot 60, CROSS CREEK OF DELAND, PHASE I, a subdivision as recorded in Plat Book 43, Pages 114 through 118, Public Records of Volusia County, Florida.

61 700602000610 1539 Corner Crossing Rd, Deland, Kenneth E. Bradley and Joyce L. Fulton-Bradley, for a life estate
Lot 61, CROSS CREEK OF DELAND PHASE I, according to the Map or Plat thereof as recorded in Map Book 43, Pages 114 through 118, inclusive of the Public Records of Volusia County, Florida.

62 700602000620 1529 Corner Crossing Rd/ Mailing address: 946 Troon Ct, Schereville, IN 46375 Nancy Battista
LOT 62, CROSS CREEK, PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 43, PAGES 114 THROUGH 116, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

63 700602000630 1519 Corner Crossing Rd, Deland, David A. Larrabee and Sonia J. Larrabee, husband and wife
Lot 63, Cross Creek of Deland, Phase I, according to the map or plat thereof as recorded in Plat Book 43, Pages 114 through 118, Public Records of Volusia County, Florida.

64 700602000640

1509 Corner Crossing Rd, Deland, Olin Mitchell Clark and Carolyn Kirby
FL 32720 Clark, husband and wife

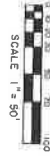
Lot 64, CROSS CREEK PHASE I,
according to the plat thereof
recorded in Plat Book 43, Pages 114
through 118, Public Records of
Volusia County, Florida.

CROSS CREEK

PHASE 1

SECTION 6, TOWNSHIP-17-SOUTH, RANGE-30-EAST
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

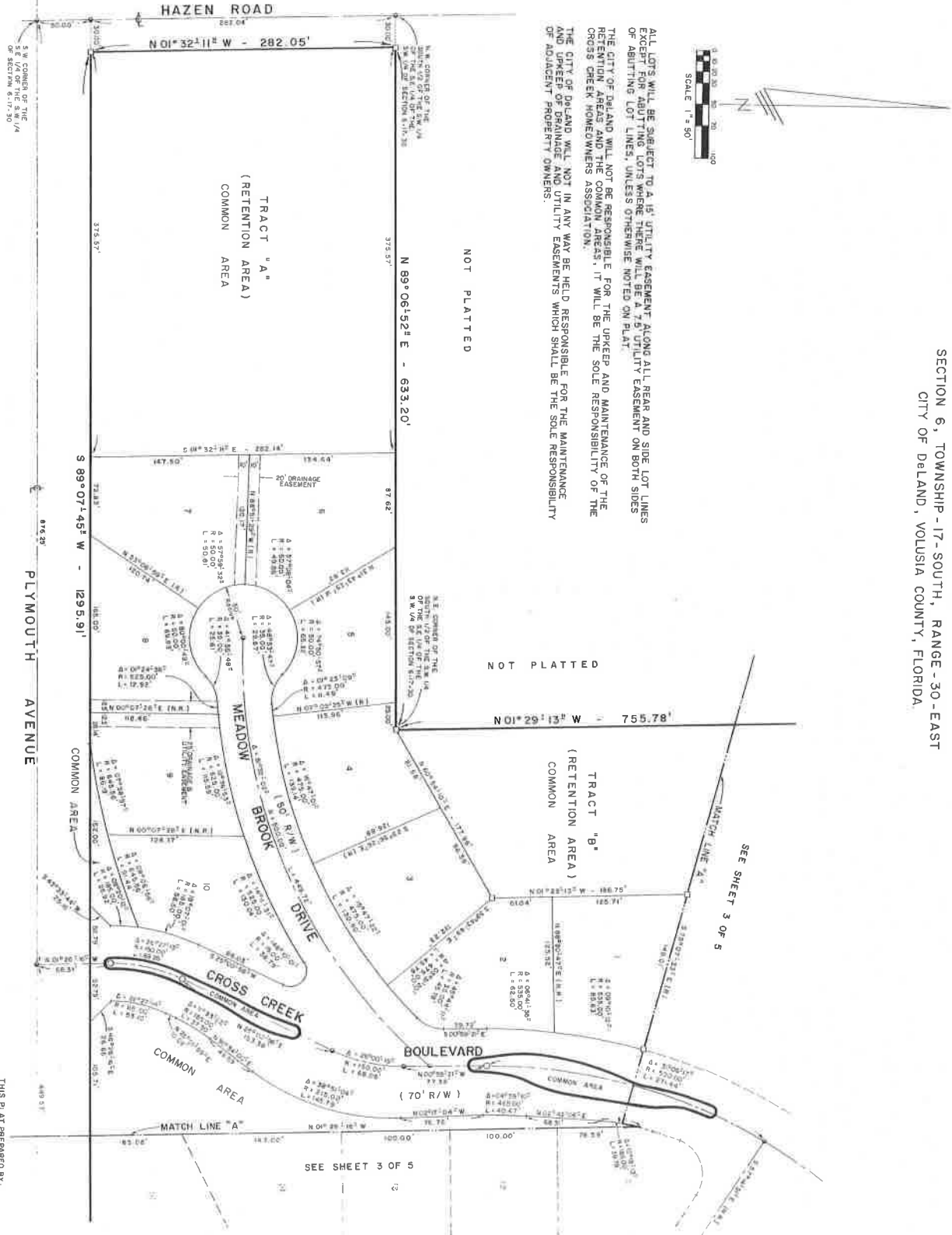
PLAT BOOK 4: PAGE 115



ALL LOTS WILL BE SUBJECT TO A 14' UTILITY EASEMENT ALONG ALL REAR AND SIDE LOT LINES EXCEPT FOR ABUTTING LOTS WHERE THERE WILL BE A 7.5' UTILITY EASEMENT ON BOTH SIDES OF ABUTTING LOT LINES, UNLESS OTHERWISE NOTED ON PLAT.
THE CITY OF DELAND WILL NOT BE RESPONSIBLE FOR THE UPKEEP AND MAINTENANCE OF THE RETENTION AREAS AND THE COMMON AREAS, IT WILL BE THE SOLE RESPONSIBILITY OF THE CROSS CREEK HOMEOWNERS ASSOCIATION.
THE CITY OF DELAND WILL NOT IN ANY WAY BE HELD RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF DRAINAGE AND UTILITY EASEMENTS WHICH SHALL BE THE SOLE RESPONSIBILITY OF ADJACENT PROPERTY OWNERS.

NOT PLATTED

NOT PLATTED



S.W. CORNER OF THE 1/4 OF SECTION 6-17-30

SHEET 2 OF 5

THIS PLAT PREPARED BY:
JAMES M. ASSOCIATES, INC.
110 EAST DELAND AVENUE
DELAND, FLORIDA
32901-3341-0839

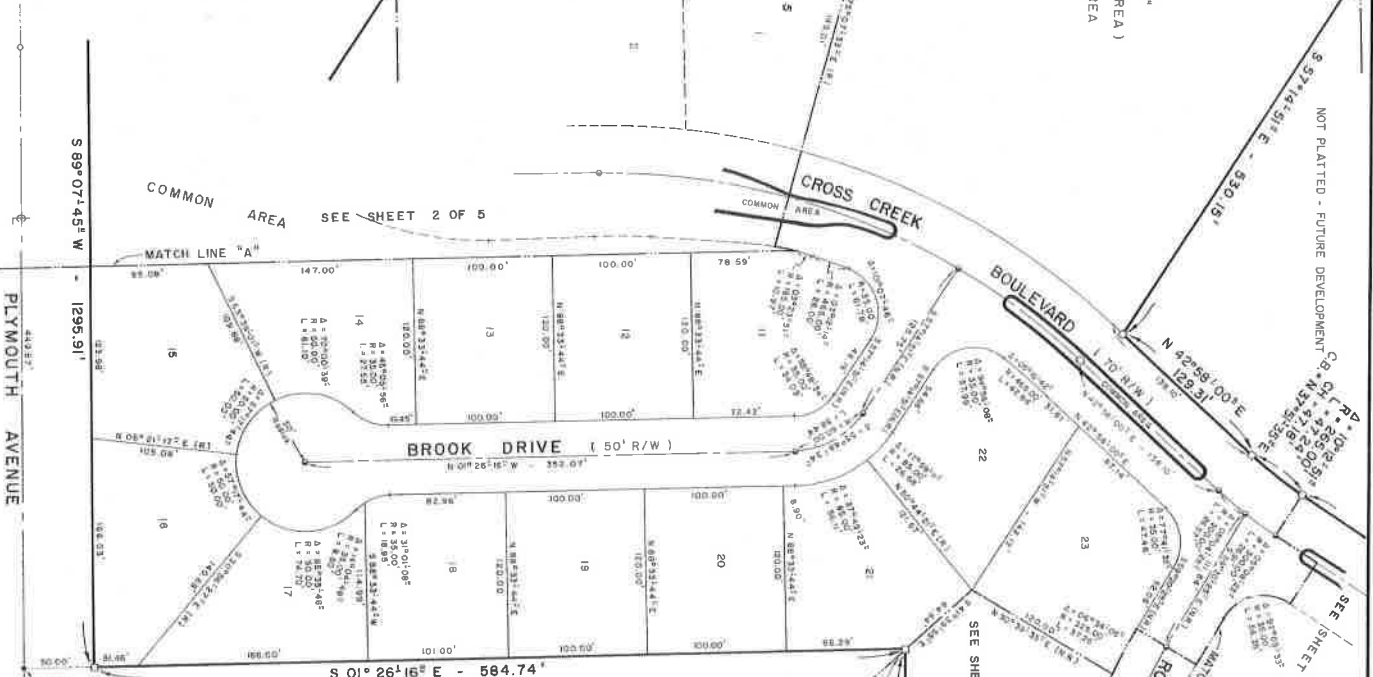
SEE SHEET 3 OF 5



TRACT "B"
(RETENTION AREA)
COMMON AREA

SEE SHEET 2 OF 5

TRACT "B"
(RETENTION AREA)
MATCH LINE "B"



CROSS CREEK
PHASE 1
SECTION 6, TOWNSHIP -17- SOUTH, RANGE -30- EAST
CITY OF DELAND, VOLUNIA COUNTY, FLORIDA

NOT PLATTED

ALL LOTS WILL BE SUBJECT TO A 15' UTILITY EASEMENT ALONG ALL REAR AND SIDE LOT LINES EXCEPT FOR ABUTTING LOTS WHERE THERE WILL BE A 7.5' UTILITY EASEMENT ON BOTH SIDES OF ABUTTING LOT LINES, UNLESS OTHERWISE NOTED ON PLAT.

THE CITY OF DELAND WILL NOT BE RESPONSIBLE FOR THE UKEEP AND MAINTENANCE OF THE COMMON AREAS OF THE CROSS CREEK HOMEOWNERS ASSOCIATION.

THE CITY OF DELAND WILL NOT IN ANY WAY BE HELD RESPONSIBLE FOR THE MAINTENANCE AND UKEEP OF THE COMMON AREAS, IT WILL BE THE SOLE RESPONSIBILITY OF THE ASSOCIATION WHICH SHALL BE THE SOLE RESPONSIBILITY OF ADJACENT PROPERTY OWNERS.

GROUND BY MAIL
SECTION 6, TOWNSHIP -17- SOUTH
SHEET 3 OF 5

THIS PLAT PREPARED BY
GOMINI & ASSOCIATES, INC.
1000 W. UNIVERSITY AVENUE
DELAND, FLORIDA
9041 754-0729

CROSS CREEK PHASE 1

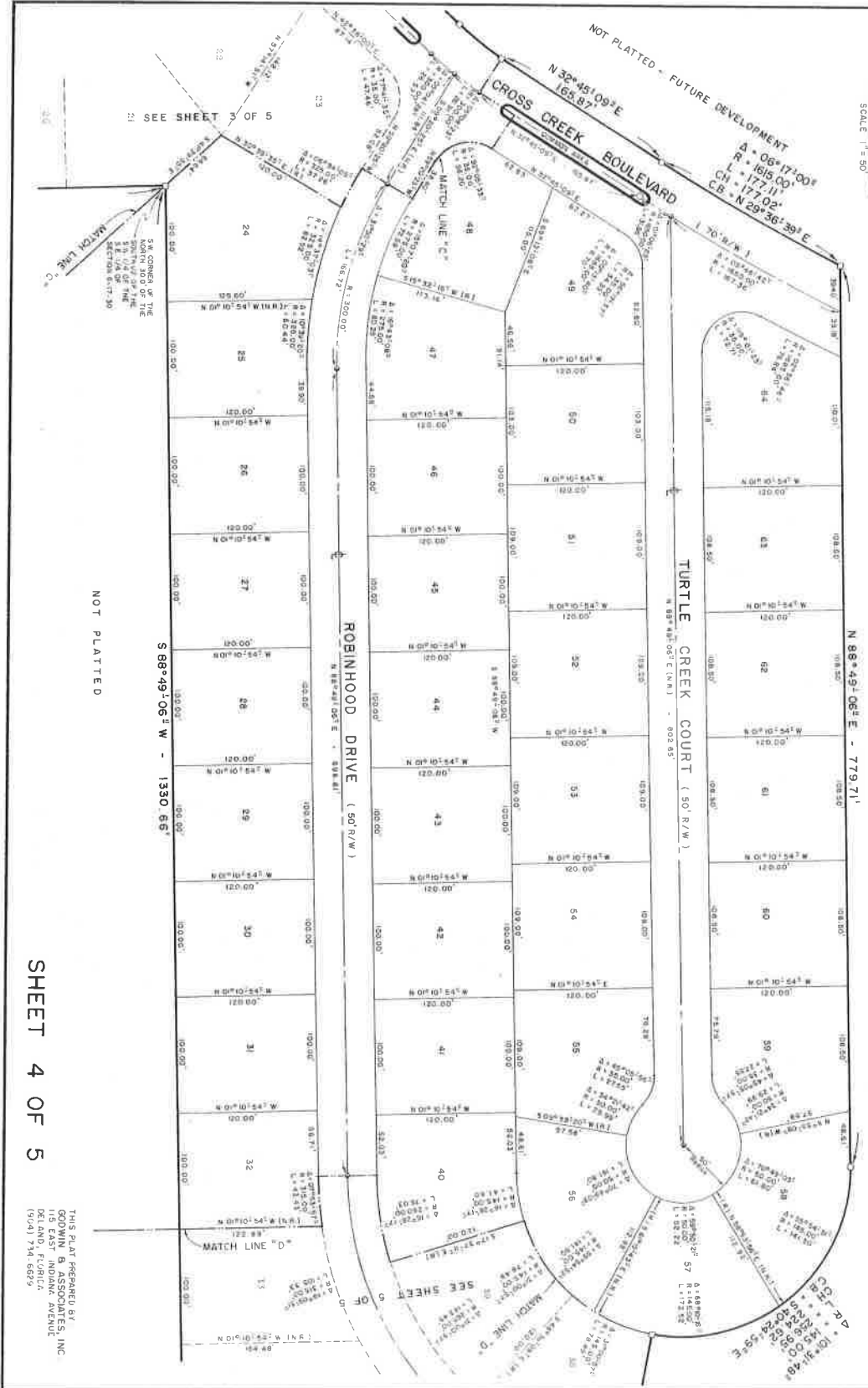
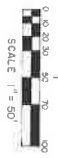
SECTION 6, TOWNSHIP -17- SOUTH, RANGE -30- EAST
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

ALL LOTS WILL BE SUBJECT TO A 15' UTILITY EASEMENT ALONG ALL REAR AND SIDE LOT LINES EXCEPT FOR ABUTTING LOTS WHERE THERE WILL BE A 25' UTILITY EASEMENT ON BOTH SIDES OF ABUTTING LOT LINES, UNLESS OTHERWISE NOTED ON PLAT.

THE CITY OF DELAND WILL NOT BE RESPONSIBLE FOR THE UPKEEP AND MAINTENANCE OF THE RETENTION POND WHICH IS LOCATED NEAR THE CROSS CREEK HOMEOWNERS ASSOCIATION.

THE CITY OF DELAND WILL NOT IN ANY WAY BE HELD RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF DRAINAGE AND UTILITY EASEMENTS WHICH SHALL BE THE SOLE RESPONSIBILITY OF ADJACENT PROPERTY OWNERS.

NOT PLATTED - FUTURE DEVELOPMENT



SEE SHEET 3 OF 5

NOT PLATTED

SHEET 4 OF 5

THIS PLAT PREPARED BY:
GODWIN & ASSOCIATES, INC.
116 EAST INDIAN AVENUE
DELAND, FLORIDA
(904) 754-6879

CROSS CREEK

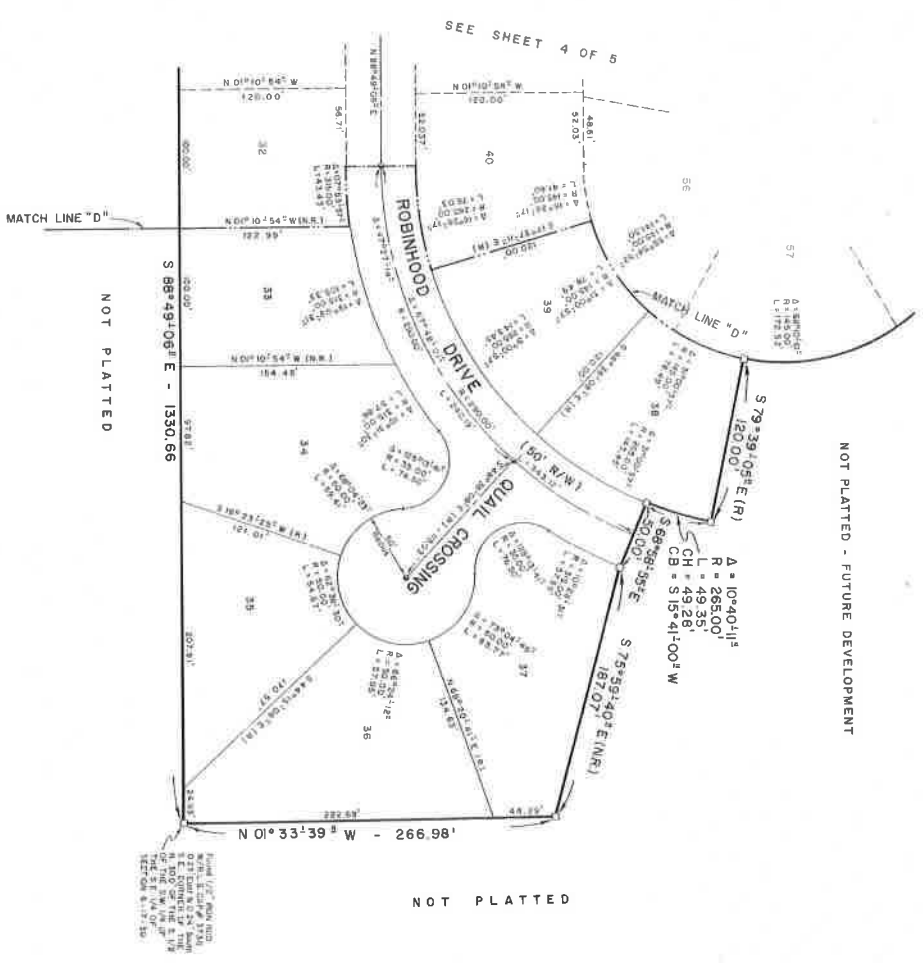
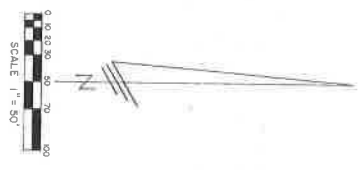
PHASE 1

SECTION 6, TOWNSHIP -17- SOUTH, RANGE - 30 - EAST
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

ALL LOTS WILL BE SUBJECT TO A 16' UTILITY EASEMENT ALONG ALL REAR AND SIDE LOT LINES EXCEPT FOR ABUTTING LOTS WHERE THERE WILL BE A 75' UTILITY EASEMENT ON BOTH SIDES OF ABUTTING LOT LINES, UNLESS OTHERWISE NOTED ON PLAT.

THE CITY OF DELAND WILL NOT BE RESPONSIBLE FOR THE UPRKEEP AND MAINTENANCE OF THE RETENTION AREAS AND THE CROWNED THIAS, IT WILL BE THE SOLE RESPONSIBILITY OF THE CROSS CREEK HOMEOWNERS ASSOCIATION.

THE CITY OF DELAND WILL NOT IN ANY WAY BE HELD RESPONSIBLE FOR THE MAINTENANCE AND USE OF DRAINAGE AND UTILITY EASEMENTS WHICH SHALL BE THE SOLE RESPONSIBILITY OF ADJACENT PROPERTY OWNERS.



THIS PLAT PREPARED BY:
GOODWIN & ASSOCIATES, INC
115 EAST INDIAN AVENUE
DELAND, FLORIDA
(904) 754-0623

July 19, 2024

Robyn M. Severs, Esq.
Becker & Poliakoff
111 N. Orange Avenue, Suite 1400
Orlando, Florida 32801



**Re: Cross Creek Subdivision, Inc. –
Cross Creek Association of Deland, Phase II, Inc.; Approval;
Determination Number: 24144**

Dear Ms. Severs:

The Florida Department of Commerce¹ (Commerce) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Cross Creek Subdivision, Inc. - Cross Creek Association of Deland, Phase II, Inc. (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Florida Department of Commerce, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/rm

¹ On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce ("Commerce"). Effective July 1, 2023, all references to "Department of Economic Opportunity" or "DEO" are hereby replaced with "Florida Department of Commerce" or "Commerce," as appropriate.

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE FLORIDA DEPARTMENT OF COMMERCE WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
FLORIDA DEPARTMENT OF COMMERCE
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@COMMERCE.FL.GOV

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.