

Record & Return To:
Warren W. Dill, Esq.
DILL & EVANS, P.L.
1565 US Highway One
Sebastian, Florida 32958

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**FIRST AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS
FOR
CROSS CREEK LAKE ESTATES
a subdivision**

This Declaration is made this 17 day of January, 2014, by CROSS CREEK LAKE ESTATES, INC., a Florida corporation, hereinafter referred to as the "Developer" and CAMPANELLI DEVELOPMENT CORPORATION, INC., a Florida corporation, hereinafter referred to as "Campanelli"

RECITALS

The Developer is the developer of Cross Creek Lake Estates.

A Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates, hereinafter referred to as "Declaration", was recorded in Official Records Book 2665, Page 1264, Public Records of Indian River County, Florida.

The Developer and Campanelli desire to amend and modify the Declaration and have the authority to do so under and by virtue of the reserved authority contained in Article IX Section 4 Amendment of the Declaration.

The Developer and Campanelli are amending the Architectural Standards and Requirements

attached to the Declaration as Exhibit "E" to further protect, preserve and enhance the value of the Property.

The Architectural Control Committee has reviewed and approved the changes made to the Architectural Standards and Requirements attached hereto as Exhibit "E" to the Declaration.

ARTICLE I

AMENDMENT TO DECLARATION

The Developer and Campanelli hereby declare the Declaration is hereby amended and modified as proved below and all Property within the subdivision is and shall be held, transferred, sold, conveyed, developed and occupied subject to the following provisions, covenants, conditions, restrictions and agreements:

Section 1. Article VII Architectural Control Section 7. Building Design and Specifications is hereby amended to read as follows:

Section 7. Building Design and Specifications. Reference is made to the attached Exhibit "E", which sets forth the approved Architectural Standards and Requirements governing the Community.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment to Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates.

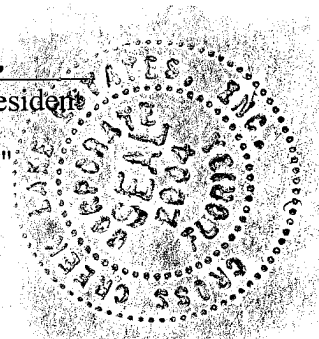
Signed, sealed and delivered in the presence of: WITNESSES:

DEVELOPER: Cross Creek Lake Estates, Inc., a Florida Corporation

(signature) [Handwritten signature]
(print name) CHARLES A. CAMPANELLI JR
(signature) [Handwritten signature]
(print name) Jeffrey A. Tatro

By: [Handwritten signature] Henry Andrew Fischer, its President

"SEAL"



1-10-14

Signed, sealed and delivered
in the presence of:
WITNESSES:

(signature) [Signature]
(print name) CHARLES A. CLANCY JR.
(signature) [Signature]
(print name) Jeffrey A. Tatro

CANPANELLI:
Campanelli Development Corporation, Inc.,
a Florida Corporation

By: [Signature]
Ralph Campanelli, its President



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

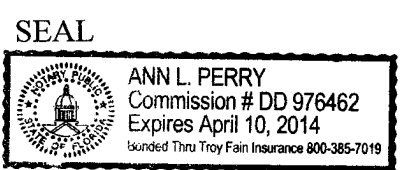
The foregoing instrument was acknowledged before me this 17 day of January, 2014, by Henry Andrew Fischer, as President of Cross Creek Lake Estates, Inc., a Florida Corporation, on behalf of the corporation, who [] is personally known to me or [] produced a Florida driver's license as identification.



[Signature]
Notary Public, State of Florida at Large
Print Name: ANN L. PERRY
My Commission Expires: 4-10-14
My Commission No.: DD976462

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of FEBRUAR, 2014, by Ralph Campanelli, as President of Campanelli Development Corporation, Inc., a Florida Corporation, on behalf of the corporation, who [] is personally known to me or [] produced a Florida driver's license as identification.



[Signature]
Notary Public, State of Florida at Large
Print Name: ANN L. PERRY
My Commission Expires: 4-10-2014
My Commission No.: DD976462

EXHIBIT "E"
TO
DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS
FOR
CROSS CREEK LAKE ESTATES,
A SUBDIVISION

ARCHITECTURAL STANDARDS AND REQUIREMENTS

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SIGNAGE

No signs of any kind, at any time, shall be displayed except those provided by the Developer. Builders and/or homeowners must keep the lot free from contractor, subcontractor vendor and for sale signs. Notwithstanding the above, builders may display one (1) sign not to exceed two (2) feet by two (2) feet in area during construction of a house, up to a maximum period of time of twelve (12) months. The Developer is exempt from all sign regulations.

PLAN REVIEW

The plan review package shall consist of all construction plans including proposed floor plans elevation designs, colors, landscape plans, plot plan and all other relevant information. The plan review package shall be submitted to the Architectural Control Committee for approval prior to being submitted to the City of Sebastian for a building permit OR at least three weeks before any work is scheduled to begin. All flat work (i.e. driveways, sidewalks, patios, etc.) shall be shown on the plot plan.

No changes shall be made in flat work, landscape design, elevation design (including a decorative rear elevation), color choice or orientation without prior written approval from the Architectural Control Committee.

COMPLETION OF CONSTRUCTION

Once construction has commenced, all improvements to the lot and the construction of the home shall be completed within one (1) year. The Architectural Control Committee may extend this time for good cause shown upon appeal from the Owner. Failure to complete within the approved time frame may result in forfeiture of the cash bond or letter of credit.

CONSTRUCTION

STRUCTURE: All houses shall be built of concrete block and stucco (CBS), fiberglass reinforced concrete, Hardi-Plank or equivalent materials designed as a hurricane-resistant structure. All houses shall have a minimum soffit finish height of 9'0". The full height of any house must comply with City of Sebastian height standards and may not exceed two (2) stories.

ROOFS: Roofs shall be a minimum 6/12 pitch on one story structures and a minimum 6/12 pitch on two-story structures and composed of 5/8 inch sheathing with a

metal, shingle (only architectural shingles) or tile roof. Fascia board shall be a minimum of 6 inches in width and made of cedar mill finish.

SOFFITS: Soffits shall be cement plaster (stucco) or tongue and groove wood. Soffits must have a minimum overhang of 24 inches

WINDOWS: Windows shall be white aluminum.

SQ. FOOTAGE: All single story houses shall contain a minimum air conditioned area of 1,800 square feet. All two story houses shall have a minimum air conditioned area of 1,600 square feet in the ground floor.

SET BACKS: Standards: Front - 25 feet, Sides – 10 feet, Rear -20 feet.

GARAGES: All houses shall have at a minimum an attached two (2) car garage, with side entrance. Garages may not have entrances facing the street.

FINISH FLOOR: All houses shall have a finish floor elevation consistent with existing grade.

SCREEN CAGES: All aluminum screen cages shall be white.

POOLS: All pools must be installed in the ground.

SITE WORK

DRAINAGE: All finish grading shall be in conformance with the typical lot grading plan. Builder is responsible for constructing rear swales on cul-de-sac lots using a typical grading plan.

- LANDSCAPING:**
- ◆ All lots shall have a landscape package, including sod/irrigation/trees.
 - ◆ All lots shall have full Floratam sod (not Bahia).
 - ◆ All lakefront lots shall have an irrigation system drawing from the lake.
 - ◆ Outside A/C units and pool equipment shall be fully screened from view at the time that the Certificate of Occupancy is issued with shrubs or enclosed behind a block wall screened with shrubs.
 - ◆ All lots shall meet the requirements of the Sebastian Tree Planting Ordinance.
 - ◆ All lots shall have at a minimum the following landscaping:

1 – Street Tree	Per Lot
1 – Canopy Tree	Every 2,400 s.f.

1 – Palm Tree	Every 2,400 s.f.
1 – Accent Plant	Every 2,400 s.f.
4 – Shrubs and Bedding Plants	Every 1,200 s.f.
25 – Ground Cover Plants	Every 1,200 s.f.

◆All landscaping shall take place within the construction time frame and remain a part of the construction contract with the approved builder.

LAKEBANKS: All lake lots shall be finish sodded to water's edge with floritam sod. Any pot holes, ruts, etc. shall be filled with clean sand and any ripples or hills shall be cut so as to provide a consistent cross elevation prior to sodding. Builders may sod floritam over the existing bahia or remove the bahia at their own discretion as long as the lots blend side to side and to the lake.

SIDEWALKS: All lots shall have a continuous sidewalk running parallel to the curb placed 4' from the back of curb with a 1" slope. The top of the far side of the sidewalk shall be set at 5" above the back of curb. The sidewalk shall be five (5) feet in width and shall be constructed of concrete and shall be scored and picture framed consistently throughout the community. The sidewalk shall run through the driveway. If the above construction standards conflict with the City of Sebastian construction standards the more restrictive shall apply. The sidewalk shall be constructed before a Certificate of Occupancy is issued for the Residence on the Lot.

DRIVEWAYS: Driveways shall be brick paver, stamped concrete or concrete.

WALLS/FENCES: No wall (other than dwelling walls) or fence shall be constructed on any Lot, except for a wall or fence designed to conceal HVAC or pool equipment. No such wall or fence of any height shall be constructed on any Lot until the height, type, design, construction material and approximate location thereof shall have been approved in writing by the Architectural Control Committee.

MAILBOXES: There shall be only community mail boxes. Individual mailboxes and newspaper receptacles are prohibited.

COLOR: All outside paint colors shall be determined exclusively by the Architectural Review Committee.

CLEAN-UP: All sites shall be kept clean. Adequate roll off trash containers shall be used and dumped at reasonable intervals. Houses shall be clean swept daily during periods of construction activity.

LAKES: No materials, especially paint or chemicals, shall be dumped or washed into the lakes or drainage system through the streets.

MAINTENANCE: Lots shall be kept cut by the builder during the construction phase. No Lot will be permitted to be overgrown.

SURVEYS: A final as-built survey showing all improvements, including grades for drainage, sidewalks and finish floor shall be provided to the Developer/HOA at the time construction is complete.

SURETY: Builders may be required to post a cash bond in the amount of One Thousand Dollars (\$1,000.00) as security to ensure timely completion of construction of the home and protecting the community from infrastructure damage. A review of the curb, road, drainage and grading will be conducted at the time of contract and at the finish of construction with the builder. The security will be released within 30 days of final inspection of the finished construction providing no damage has been caused by the builder or the builder's subcontractors and/or vendors and provided the home has been completed in a timely manner. The builder is responsible for controlling any individuals working on the job site under an oral or written contract with the builder.

NOISE: Construction shall not begin outside before 7:00 A.M. or continue beyond 7:00 P.M. Monday through Saturday. No outside work shall take place on Sunday. No radios shall be played outside on Sunday or loudly enough inside as to be heard outside the building. No music shall be played before 9:00 A.M. on any day. All music shall be maintained at a level that does not offend residents of the community. Any complaints shall be responded to promptly.

LANGUAGE: No offensive language shall be used within the hearing of any resident, customer or sales agent.

APPEARANCE: No house shall be constructed with the same color schemes or front architectural elevations as a house on adjoining / adjacent lots. No two lots, side by side, shall have the same color schemes or front architectural elevations.

ATTACHMENT: Subcontractor Agreement

SUBCONTRACTOR AGREEMENT

All subcontractors shall sign the following agreement outlining the rules and regulations of Cross Creek Lake Estates. Subcontractors violating the rules and regulations of the community will be banned from future work within Cross Creek Lake Estates. Builders will be held responsible for their subcontractors actions while on the site.

- NOISE:** Construction shall not begin outside before 7:00 A.M. or continue beyond 7:00 P.M. Monday through Saturday. No outside work shall take place on Sunday. No radios shall be played outside on Sunday or loudly enough inside as to be heard outside the building. No music shall be played before 9:00 A.M. on any day. All music shall be maintained at a level that does not offend residents of the community. Any complaints shall be responded to promptly and politely.
- LANGUAGE:** No offensive language shall be used within the hearing of any resident, customer or sales agent.
- PARKING:** No parking on the lots is permitted. Serious erosion results from this practice. Parking areas will be designated.
- CLEAN-UP:** All sites shall be kept clean. Adequate roll off trash containers shall be used and dumped at reasonable intervals. Houses shall be clean swept daily during periods of construction activity.
- SIGNAGE:** No signs of any kind, at any time, shall be displayed except those provided by the Developer and one (1) sign not to exceed two (2) feet by two (2) feet in area during construction of a house up to a maximum period of time of twelve (12) months. Except as provided herein builders/subcontractors/vendors/homeowners are required to keep the lot free from signs.
- POOLS:** Subcontractors/builders/ homeowners are responsible for removed materials from pool shell area.
- TRAFFIC:** All builders, subcontractors, vendors and employees shall maintain slow speeds and reasonable radio levels driving through Cross Creek Lake Estates and the adjacent community. Special care shall be used at turning radii to remain on the paved street.

ATTACHMENT "A"

TO

ARCHITECTURAL STANDARDS AND REQUIREMENTS

PAGE 1 OF 2

LAKES: No materials, especially paint or chemicals, shall be dumped or washed into the lakes or drainage system through the streets.

PETS: No dogs or other pets shall be allowed on any job site.

(sign) _____

Date: _____

(print) _____

Subcontractor or Vendor

(sign) _____

Date: _____

(print) _____

Builder

ATTACHMENT "A"

TO

ARCHITECTURAL STANDARDS AND REQUIREMENTS

PAGE 2 OF 2

MORTGAGEE'S JOINDER AND CONSENT

Marine Bank & Trust Company whose address is 571 Beachland Blvd., Vero Beach, Florida 32963, hereinafter referred to as "Mortgagee" is the owner and holder of a Mortgage and Security Agreement recorded in Official Records Book 2120, Page 909; Collateral Assignment recorded in Official Records Book 2120, Page 922; UCC Financing Statement recorded in Official Records Book 2120, Page 927; Loan Document Modification recorded in Official Records Book 2318, Page 1665; Second Loan Document Modification recorded in Official Records Book 2357, Page 1673; Third Loan Document Modification recorded in Official Records Book 2363, Page 2351; Fourth Loan Document Modification recorded in Official Records Book 2369, Page 1161; UCC Continuation recorded in Official Records Book 2512, Page 1055; Fifth Loan Document Modification recorded in Official Records Book 2632, Page 2086, all recorded in the Public Records of Indian River County, Florida, hereinafter collectively referred to as "Mortgage Loan Documents". The Mortgage Loan Documents encumber the following described land:

South 1/2 of the Northwest 1/4 of Section 30, Township 31 South, Range 39 East, Indian River County, Florida.

LESS AND EXCEPT Right-of-way as shown on MAINTENANCE MAP FOR 70th AVENUE (A.K.A. POWERLINE ROAD) as recorded in Plat Book 21, Pages 10 and 11, of the Public Records of Indian River County, Florida.

The Mortgagee does hereby consent, ratify and join in the execution of the First Amendment to Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates to which this Joinder and Consent is attached for the purposes herein expressed and agrees that its Mortgage Loan Documents shall be subordinated, in all respects, to the First Amendment to Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates.

IN WITNESS WHEREOF, the Mortgagee has caused this Joinder and Consent to be signed by its EVP - Chief Lending and its seal to be affixed by and with the authority of its Board of Directors this 6th day of February, 2014.

Signed, sealed and delivered in the presence of:
 [Signature]
 Print Name: CHARLES A. GRANNARD
 [Signature]
 Print Name: MICHELLE W GRIFFIN

"Mortgagee"
 Marine Bank & Trust Company
 By: BRIAN C Fowler
 Print Name: BRIAN C Fowler
 Its: EVP - Chief Lending officer

"SEAL"

STATE OF FLORIDA
 COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 6 day of FEB, 2014, by Brian Fowler, the EVP of Marine Bank & Trust Company, on behalf of the bank. He/she is personally known to me or who has produced a Florida driver's license as identification.

[Signature]
 Notary Public, State of Florida
 Print Name: MICHELLE W GRIFFIN
 My Commission Expires: _____
 My Commission No.: _____

