

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

(Space Above This Line For Recording Data)

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

This Declaration is made this 24<sup>th</sup> day of October, 2016, 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, was recorded in Official Records Book 2665, Page 1264, and a First Amendment to Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates was recorded in Official Records Book 2736, Page 465, both of the Public Records of Indian River County, Florida, hereinafter collectively referred to as "Declaration".

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 Declaration 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 that the Declaration is 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:

A. Article VI CERTAIN RULES AND REGULATIONS Section 11. Garbage, Trash and debris; container; disposal; personal property; no outside storage is hereby amended to read as follows:

Section 11. Garbage, Trash and debris; container; disposal; personal property; no outside storage. No garbage, debris, yard trimmings (branches, cuttings and clippings and the like), refuse, trash or rubbish shall be permitted, accumulated or deposited on a Lot, except as provided herein. Each Owner shall comply with the applicable waste disposal authority requirements for storage, disposal or collection of waste. Each Owner shall contract with and use the waste disposal services of the company that the authorized franchisee by the City of Sebastian to collect solid waste and yard trash. All containers and equipment for storage or disposal of waste shall be kept in a clean and sanitary condition. Containers shall be as requested by the authorized franchisee or if there are no requirements the containers shall be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity and well-sealed. Garbage or trash containers shall not be stored outside, unless buried or enclosed in a decorative enclosure or shrubs so as not to be visible from the road or from any Lot within the Community whether adjacent or across Crystal Lake. Such containers shall not be placed

out for collection more than 12 hours before scheduled collection and must be removed within 12 hours after collection. Yard debris and yard trimmings, including branches, cuttings, clippings and the like, may not be placed out for collection for more than 72 hours before scheduled collections; after that, the Owner shall be responsible to promptly remove and dispose of such yard materials. Except as provided herein, no garbage cans or trash containers, supplies or other articles shall be placed on the exterior portions of any Residence or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the Residence, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Residence or Lot. Construction materials shall not be stored on a Lot for more than ninety (90) days prior to the commencement of construction nor for more than ninety (90) days after construction is concluded. Construction materials or debris on any Lot in violation of these rules may be removed by the Association and the Owner shall be liable for the cost of such removal. An Owner's personal property shall be stored in his/her Residence or such outside storage areas as have been permitted by the Architectural Control Committee. No Lot shall be used or maintained as a dumping ground for rubbish. No burning of trash, leaves, debris, refuse or other material shall be allowed on any Lot. No Owner or occupant of any Lot shall use the Lot for the open storage of any abandoned motor vehicle, ice box, refrigerator, stove, glass, building materials, building rubbish, or similar items. It shall be the duty and responsibility of each Owner or occupant of any Lot to keep such Lot clean and to remove from such Lot all such abandoned items listed above, including but not limited to trash, garbage and debris. For purposes of this provision, an abandoned motor vehicle is one that is currently unlicensed or in a state of disrepair or incapable of being moved under its own power.

B. Article VI CERTAIN RULES AND REGULATIONS Section 25. Additional Rules and Regulations is hereby amended to read as follows:

Section 25. Additional Rules and Regulations. Attached as Exhibit "D" are certain additional rules and regulations of the Association which are incorporated herein by this reference and which may be modified, in whole or in part, at any time by the Board of Directors of the Association without the necessity of recording an amendment hereto or thereto in the public records.

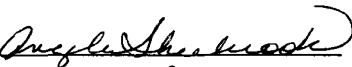

The Association may promulgate rules and regulations governing the Property, may adopt Assessment schedules and rates for the Property or for each Lot therein, and will set up a separate budget for the Property.

C. Article VII ARCHITECTURAL CONTROL Section 7. Building Design and Specifications is hereby amended to read as follows:

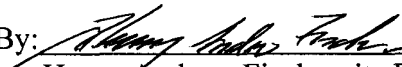
Section 7. Building Design and Specifications. Reference is made to the attached Exhibit "E", which sets forth the approved Architectural Standards and Requirements governing the Community.

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

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

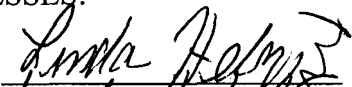
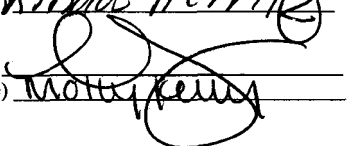
(signature)   
(print name) Angela Sherbrook  
(signature)   
(print name) Jodee Buck

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

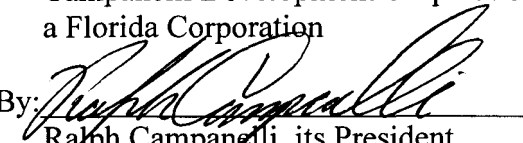
By:   
Henry Andrew Fischer, its President

"SEAL"

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

(signature)   
(print name) Linda Helms  
(signature)   
(print name) Molly Kelly

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

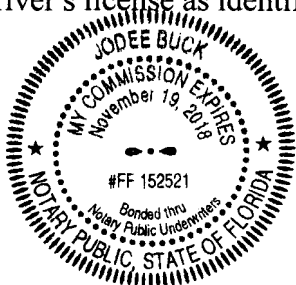
By:   
Ralph Campanelli, its President

"SEAL"

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2016, 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.

SEAL



Joe Dee Buck

Notary Public, State of Florida at Large

Print Name: Joe Dee Buck  
My Commission Expires: 11.19.18  
My Commission No.: FF 152521

STATE OF Massachusetts  
COUNTY OF Norfolk

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2016, 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.



Josephine DeFlavis

Notary Public, State of Massachusetts

Print Name: Josephine DeFlavis  
My Commission Expires: October 29, 2021  
My Commission No.: \_\_\_\_\_

### 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 and Sixth Loan Document Modification and Extension Agreement recorded in Official Records Book 2901, Page 2019, 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 70<sup>th</sup> 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 Second 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 Second 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 \_\_\_\_\_ and its seal to be affixed by and with the authority of its Board of Directors this 15<sup>th</sup> day of November, 2016.

Signed, sealed and delivered in the presence of:

"Mortgagee"

Karen Clothier  
Print Name: Karen Clothier

Marine Bank & Trust Company  
By: BC  
Print Name: BRIAN C. Fowler  
Its: FVP - CLO

Michelle Dion  
Print Name: Michelle Dion

"SEAL"

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 2016, by Brian C. Fowler, the \_\_\_\_\_ 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.

SEAL

Michelle Dion  
Notary Public, State of Florida  
Print Name: Michelle Dion  
My Commission Expires: 12/4/2018  
My Commission No.: FF 181082



**EXHIBIT "D"**  
**TO**  
**DECLARATION OF CONDITIONS, COVENANTS,**  
**EASEMENTS AND RESTRICTIONS**  
**FOR**  
**CROSS CREEK LAKE ESTATES,**  
**A SUBDIVISION**  
**RULES AND REGULATIONS**

1. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefore. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored therein.

2. The personal property of Owners must be stored in their respective Residences or in outside storage areas (if any are provided by Developer).

3. No supplies, milk bottles or other articles shall be placed on the exterior portions of any Residence or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the Residence, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Residence or Lot.

4. No Owner shall permit anything to fall, nor sweep or throw, from the Residence any dirt or other substance onto the Lot or Common Areas.

5. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

6. No motor vehicle which cannot operate on its own power or unlicensed motor vehicles, boats, recreational vehicles or trailers shall be permitted to be parked or to be stored at any place on the Property unless they are stored entirely within Owner's closed garage and are not visible from outside the closed garage. The above notwithstanding, recreational vehicles and trailers that are loading or unloading are allowed to park on the Property for up to twelve (12) hours. No portion of the Common Areas, including but not limited to the internal road system and grassy areas, may be used for parking purposes, except those portions specifically designed and intended therefore and designated as parking areas by proper signage. Areas designated, if any, for guest parking shall be used only for this purpose and neither Owners nor occupants of Residences shall be permitted to use these areas. Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration. No outside repair of vehicles is allowed.

7. No Owner shall make or permit any disturbing noises to emanate from his or her residence or Lot or such as shall be made by family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons as will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be

operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Residence or on his or her Lot in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. On Sundays no Owner shall operate or permit to be operated on the grounds of his or her Lot power gardening or other maintenance equipment (e.g., lawn mowers, chain saws, blowers, etc.), the noise from which is considered unreasonably disturbing to his or her neighbors.

8. No electronic equipment may be permitted in or on any Residence or Lot which interferes with the television or radio reception of another Residence.

9. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the Residence or on the Lot, except as approved by the Architectural Control Committee.

10. No Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Committee.

11. No vegetable gardens shall be permitted except in fully enclosed patio areas.

12. No commercial use, except any management or lot sales office, shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.

13. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residence, on a Lot or on the Common Areas, except as may be intended solely to service a gas cooking grill, provide fuel for a lawn mower or other yard maintenance equipment or in order to heat a pool or outdoor spa, in which case all such containers used for heating purposes shall be stored completely underground.

No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Residence or on or about any ancillary building, except for such gas container as may be intended solely to provide gas to a gas grill for cooking or to be used for the heating of a pool or outdoor spa. No gas container to service a gas grill shall when completely filled weigh more than fifty (50) pounds. All gas containers to be used for the heating of a pool or spa shall be placed entirely underground and shall not be visible whatsoever nor exceed a maximum of 500 gallons in capacity.

14. An Owner who plans to be absent during the hurricane season shall prepare his or her Residence and Lot prior to his or her departure by designating a responsible firm or individual to care for his or her Residence and Lot should the Residence suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association. There shall be no "boarding up" of houses in excess of thirty (30) total days or 10 consecutive days within any twelve (12) month period while homes are vacant. There shall be allowed storm protection, only in the event of and during the period of time a storm is likely to cause damage to a Residence.

15. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his or her Residence.



16. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated.

17. Pets and other animals shall neither be kept nor maintained in or about the Property except in accordance with the Declaration and with the following:

(a) Under no circumstances shall more than two (2) household pets be permitted for each Lot. No pet shall be permitted outside of its Owner's Residence unless attended by an adult and on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes.

(b) Any pet deemed to be objectionable by the Board of Directors for any reason shall be removed promptly by the Owner on fifteen (15) days' notice.

18. An Owner shall not permit its garage door(s) to remain open during time periods other than when necessary for the ingress or egress of an automobile or while cleaning or painting the interior area of the garage.

19. The plans and specifications for all solar collection devices shall be submitted to the Architectural Control Committee. Written approval of the Architectural Control Committee must be received before constructing or installing any solar collector. Among other things, the Architectural Control Committee must consider when reviewing any request for a solar collection device, the size, design and location of the collector, as well as the reflection or glare that may be cast upon Lots within the Property. In no event will a solar collector device be placed on the front elevation of a house.

20. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his or her tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.

21. There shall be no use or discharge of firecrackers or other fireworks. There shall be no discharge of firearms; provided that the Board shall have no obligation to take action to prevent discharge of firearms.

22. There shall be no capturing, trapping or killing of wildlife within the Community, except in circumstances posing an imminent threat to the safety of persons using the Community.

23. There shall be no activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality of the Community or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.

24. There shall be no construction, erection, placement, or modification of anything, permanently or temporarily, on the outside of a Lot, whether such portion is improved or unimproved, except as specifically authorized by Architectural Control Committee. This shall include, without limitation, swing sets and similar play equipment, garbage cans, docks, piers and similar structures, hedges, and fences for pool area. The following are prohibited on any Lot within the Property: signs, basketball hoops and similar sports play equipment, clotheslines, woodpiles, dog runs and animal pens, above ground swimming pools, and walls or fences of any kind.

25. The Stormwater Management Tract (Crystal Lake) is an unsupervised body of water. No lifeguards or water safety equipment or monitoring for natural and wildlife hazards is provided by the Developer or the Property Owner's Association with respect to Crystal Lake, the responsibility for such matters being completely and entirely upon the Lot Owners. Swimming is prohibited in Crystal Lake. Any recreation, whether it be boating, fishing or other use of Crystal Lake by the Owners and their guests and invitees, specifically including children of all ages, is allowed only on an *AT-YOUR-OWN-RISK* basis. The Developer and the Homeowners' Association specifically disclaim any responsibility or liability therefore. Any Lot Owner using Crystal Lake or who allows their guests and invitees, specifically including children of all ages, to use Crystal Lake, by such use agrees at such Lot Owner's own cost and expense to hold harmless, defend and indemnify the Developer, the Association, and the other Lot Owners from any and against liability of any kind whatsoever whether known or unknown, foreseen or unforeseen which may arise from such use whether occasioned by alleged error or omissions or otherwise.

26. These rules and regulations shall not apply to the Developer, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as owners), nor property while owned by either the Developer or its affiliates. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

**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.

The Architectural Review Committee may establish rules and procedures for reviewing construction plans and fees for the review of construction plans, including but not limited to re-review fees. All rules, procedures and fees established by the Architectural Review Committee must be in writing.

**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 floratam 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 floratam 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 standard concrete construction with cut expansion joints for a uniform appearance 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

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**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

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