

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

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**THIRD AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS
FOR
CROSS CREEK LAKE ESTATES
a subdivision
AND
ANNEXING ADDITIONAL LAND TO THE PROPERTY**

THIS DECLARATION is made this 10th day of July, 2018, by CROSS CREEK LAKE ESTATES, INC., a Florida corporation, hereinafter referred to as the "Developer" and CROSS CREEK ADDITION, INC., a Florida corporation, hereinafter referred to as "Fischer"

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, 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, and a Second Amendment To Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates was recorded in Official Records Book 2983, Page 2438, all of the Public Records of Indian River County, Florida, hereinafter collectively referred to as "Declaration".

Campanelli Development Corporation, Inc., a Florida corporation ("Campanelli") caused to be prepared and filed Cross Creek Lake Estates Plat Two and Cross Creek Lake Estates Plat Four subdividing the land it owned within Cross Creek Lake Estates. Campanelli has sold all of its Lots.

Therefore, those limited provisions within the Declaration that reference Campanelli shall have no further force or effect.

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

The development of Cross Creek Lake Estates is a phased development reserving to the Developer the right, at its sole discretion, to bring additional land into Cross Creek Lake Estates and subject such land to the provisions of the Declaration, as provided in Article II Section 2. Phasing of the Declaration.

The Developer is amending the Declaration to further protect, preserve and enhance the value of the Property.

Henry Anthony Fischer owns land through his corporation (Cross Creek Addition, Inc., a Florida corporation) as described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Annexed Land"), contiguous to the Cross Creek Lake Estates subdivision. The Annexed Land is the subject of a certain Access and Use Agreement recorded in Official Records Book 2571, Page 1371, Public Records of Indian River County, Florida, and is specifically referenced in Article IV Section 8 (b) of the Declaration for the purpose of authorizing Henry Anthony Fischer, through his corporation Cross Creek Addition, Inc., to bring the Annexed Land into the Cross Creek Lake Estates subdivision. The Annexed Land is being platted as Cross Creek Lake Estates Addition. Upon annexation, the Annexed Land (Cross Creek Lake Estates Addition) and the future owners thereof shall be entitled to all rights, privileges and obligations granted to and imposed on the Lots and the Lot Owners within Cross Creek Lake Estates under the Declaration, as amended, including, but not limited to, the nonexclusive right to ingress and egress over the road rights-of-way and access easements serving the Cross Creek Lake Estates subdivision, the right to discharge surface waters to the drainage system serving the Cross Creek Lake Estates subdivision, the right to connect to and use the utility easements and utilities and amenities serving the Cross Creek Lake Estates subdivision, and the obligation to comply with the Declaration, as amended,

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including without limitation, the payment of all Assessments for Operating Expenses and special Assessments.

Henry Anthony Fischer does hereby join in, consent to and declares that the Annexed Land shall be part and parcel of Cross Creek Lake Estates, a subdivision (the "Property") and subject to the Declaration, as amended, as more fully set forth in the Consent and Joinder attached hereto as Exhibit "B" and by this reference made a part hereof.

The Developer desires to add the Annexed Land to the Property and amend the Declaration, in part, to bring the Annexed Land under the provisions of the Declaration by this supplemented declaration.

ARTICLE I

AMENDMENT TO DECLARATION

The Developer hereby declares that the Declaration is amended and modified as provided below and all Property within the Cross Creek Lake Estates subdivision is and shall be held, transferred, sold, conveyed, developed and occupied subject to easements of record and covenants, conditions, restrictions, liens, terms, conditions and agreements hereinafter set forth, all of which shall run with the Property and shall be binding upon all parties having any right, title and interest therein and their devisees, successors and assigns, as follows:

- A. Article I DEFINITIONS subsection (f) "Developer" is hereby amended to read as follows:

(f) "Developer" means and refers collectively to Cross Creek Lake Estates, Inc. and Cross Creek Addition, Inc., its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned by written instrument recorded in the Public Records of Indian River County, Florida. The Developer may assign only a portion of its rights, hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial

assignment of its rights, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. A Lot purchaser, Lot Owner or Lot mortgagee shall not be deemed to be the Developer by the mere act of purchase or mortgage of a Lot.

- B. Article IX GENERAL PROVISIONS Section 4 Amendment is hereby amended to read as follows:

Section 4. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the conditions, covenants, restrictions, easements, charges, liens and Exhibits of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer, (without the consent of any other Owner(s) or the Association) until three months after ninety percent (90%) of the Lots in all phases of the Community have been conveyed to members; or alternatively by approval at a meeting of members holding not less than 66 2/3% vote of the membership in the Association; provided that until three months after ninety percent (90%) of the Lots in all phases of the Community have been conveyed to members, the Developer's consent shall be obtained if such amendment, in the sole opinion of the Developer, affects its interest. In addition, as long as the Developer is in control of the Board of Directors of the Association, the Developer reserves the right to enter into agreements with the Owner of any Lot (without the consent of the Owner of any other Lot(s) or the Association) to modify the conditions, restrictions, limitations and agreements set forth in this Declaration, and any such deviation or variance shall be evidenced by agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots, and the same shall remain fully enforceable as to all other Lots located on the Property, except as against the Lot where such deviation is permitted. The Developer reserves the right to add additional restrictions in the conveyance of title to any Lot or Lots.

The foregoing provisions of this Section 4 may not be amended without prior written approval of the Developer.

ARTICLE II

DEFINITIONS

The terms defined in the Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates, recorded in Official Records Book 2665, Page 1264, Public Records of Indian River County, Florida are incorporated herein by reference.

ARTICLE III

ANNEXATION

AND COVENANTS, CONDITIONS & RESTRICTIONS

The Developer hereby declares that all of the Annexed Land described in Exhibit "A" attached hereto is hereby annexed into Cross Creek Lake Estates, a subdivision (the "Property") and shall be considered as part and parcel of the Property. The Developer further declares that the Annexed Land described in Exhibit "A" attached hereto, shall be held, owned, sold, transferred, conveyed, encumbered, leased, used, occupied and developed subject to:

Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates ("Declaration of Conditions"), recorded in Official Records Book 2665, Page 1264; and

First Amendment to Declaration of Conditions recorded in Official Records Book 2736, Page 465; and

Second Amendment to Declaration of Conditions recorded in Official Records Book 2983, Page 2438.

All of the above are recorded in the Public Records of Indian River County, Florida.

The Declaration of Conditions, First Amendment to Declaration of Conditions and Second Amendment to Declaration of Conditions in their entirety, are hereby declared to be the conditions,

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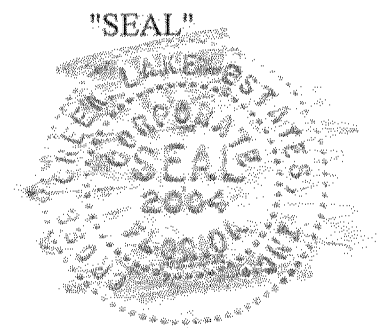
covenants, easements and restriction for the Property described in Exhibit "A", all of which are for the purpose of preserving and maintaining the natural character, value and desirability of the Property for the benefit of all of the Owners of the Property or any part thereof, within Cross Creek Lake Estates. All of the conditions, covenants, easements and restrictions contained in the Declaration of Conditions for Cross Creek Lake Estates recorded in Official Records Book 2665, Page 1264 of the Public Records of Indian River County, Florida, as well as the conditions, covenants, easements and restrictions contained in the First Amendment to Declaration of Conditions recorded in Official Records Book 2736, Page 465, Second Amendment to Declaration of Conditions recorded in Official Records Book 2983, Page 2438, and this Third Amendment to Declaration of Conditions, all recorded in the Public Records of Indian River County, Florida, are intended to be and shall be taken as consideration for any Agreement for Deed or any Deed of conveyance hereafter made, for any Lot in Cross Creek Lake Estates Addition, a subdivision of the Property described in Exhibit "A". The Declaration of Conditions, First Amendment to Declaration of Conditions, Second Amendment to Declaration of Conditions and this Third Amendment to Declaration of Conditions shall run with the Property and any Lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable right, title or interest in the Property or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of all the Owners of the Property or any part thereof.

IN WITNESS WHEREOF, the parties hereto have entered into this Third Amendment to Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates this 10th day of July, 2018.

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

(signature) Warren W. Dill
(print name) Warren W. Dill
(signature) Jodee L. Burk
(print name) Jodee L. Burk

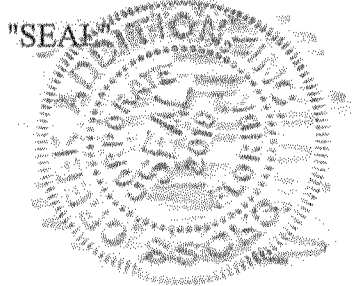
DEVELOPER:
Cross Creek Lake Estates, Inc.,
a Florida Corporation
By: Henry Andrew Fischer
Henry Andrew Fischer, its President



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

(signature) [Signature]
(print name) Wendell W. Dill
(signature) [Signature]
(print name) Jodee L. Buck

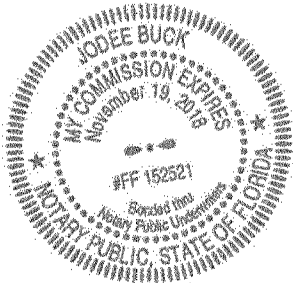
Cross Creek Addition, Inc.,
a Florida Corporation
By: [Signature]
Henry Anthony Fischer, its President



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 10th day of July, 2018, 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

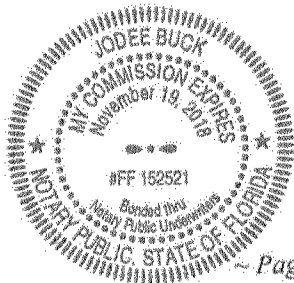


[Signature]
Notary Public, State of Florida at Large
Print Name: Jodee L. Buck
My Commission Expires: 11-19-18
My Commission No.: FF 152521

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Henry Anthony Fischer, as President of Cross Creek Addition, 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



[Signature]
Notary Public, State of Florida at Large
Print Name: Jodee L. Buck
My Commission Expires: 11-19-18
My Commission No.: FF 152521

EXHIBIT "A"
TO
THIRD AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS
FOR
CROSS CREEK LAKE ESTATES
a subdivision
AND
ANNEXING ADDITIONAL LAND TO THE PROPERTY

From the center of Section 30, Township 31 South, Range 39 East, Indian River County, Florida, run South 89 degrees 32 minutes 01 seconds West along the North boundary of the Southwest quarter of Section 30 a distance of 1163.97 feet to the POINT OF BEGINNING; thence run South 00 degrees 09 minutes 57 seconds East a distance of 1336.24 feet to the quarter-quarter line; thence run South 89 degrees 50 minutes 01 seconds West along said quarter-quarter line a distance of 835.12 feet; thence run North 00 degrees 05 minutes 51 seconds West a distance of 1331.88 feet to the North boundary of the Southwest quarter; thence run North 89 degrees 32 minutes 01 seconds East a distance of 833.55 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the Southern fifty (50) feet of the above-described property pursuant to Chancery Order Book 9, Page 564, in the Public Records of Indian River County, Florida.

EXHIBIT "B"
TO
THIRD AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS
FOR
CROSS CREEK LAKE ESTATES
a subdivision
AND
ANNEXING ADDITIONAL LAND TO THE PROPERTY

CONSENT AND JOINDER

Cross Creek Addition, Inc., a Florida corporation, as the owner of the following described real property, located in Indian River County, Florida. to wit:

From the center of Section 30, Township 31 South, Range 39 East, Indian River County, Florida, run South 89 degrees 32 minutes 01 seconds West along the North boundary of the Southwest quarter of Section 30 a distance of 1163.97 feet to the POINT OF BEGINNING; thence run South 00 degrees 09 minutes 57 seconds East a distance of 1336.24 feet to the quarter-quarter line; thence run South 89 degrees 50 minutes 01 seconds West along said quarter-quarter line a distance of 835.12 feet; thence run North 00 degrees 05 minutes 51 seconds West a distance of 1331.88 feet to the North boundary of the Southwest quarter; thence run North 89 degrees 32 minutes 01 seconds East a distance of 833.55 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the Southern fifty (50) feet of the above-described property pursuant to Chancery Order Book 9, Page 564, in the Public Records of Indian River County, Florida.

(herein referred to as the "Real Property")

does hereby join in, consent to and subject the above described Real Property to the Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates, a subdivision recorded on May 9, 2013 in Official Records Book 2665, Page 1264, First Amendment to Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates, a subdivision recorded on February 10, 2014 in Official Records Book 2736, Page 465, and Second Amendment to Declaration of Conditions, Covenants, Easements and Restrictions for Cross Creek Lake Estates, a subdivision recorded on December 2, 2016 in Official Records Book 2983, Page 2438, all of the Public Records of Indian River County, Florida (hereinafter collectively referred to as the "Declaration") and therefore, does hereby declare that the above described Real Property shall be subject to the Declaration for the purpose of subjecting the Real Property owned by the undersigned to all terms, conditions, covenants, easements and restrictions as set forth in the Declaration.

The Declaration shall run with the Real Property and shall be binding upon all parties having or acquiring any legal or equitable right, title or interest in the Real Property or any part thereof, their heirs, successors, successor-in-title and assigns for the purpose of preserving and maintaining the natural character, value and desirability of the Real Property for the benefit of all of the owners of the Real Property or any part thereof, and all of the other lot owners within Cross Creek Lake Estates, a subdivision.

IN WITNESS WHEREOF, this Consent and Joinder has been executed this 10th day of July, 2018.

Signed, sealed and delivered in our presence:

WITNESSES:

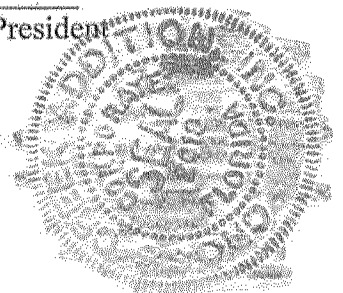

Print Name: WARREN We Dill

Cross Creek Addition, Inc., a Florida corporation

By: 
Henry Anthony Fischer, President


Print Name: Jodee L. Buck

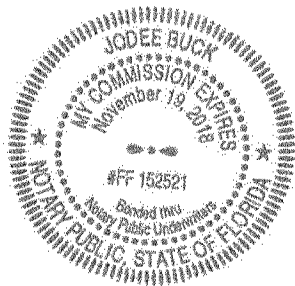
"SEAL"




STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Henry Anthony Fischer as President on behalf of Cross Creek Addition, Inc. He is personally known to me or has produced _____ as identification.

SEAL




Notary Public, State of Florida
Print Name: Jodee L. Buck
My Commission Expires: 11-19-18
My Commission No.: FF 152521