

AMENDED DECLARATION OF CONDOMINIUM

-OF-

CREEKSIDE, A CONDOMINIUM

Prepared by and return to:
CREEKSIDE CONDOS, LLC
4836 Atlantic Boulevard
Jacksonville, Florida 32207

July 22, 2005

**CERTIFICATE AND ACKNOWLEDGEMENT OF AMENDMENT
OF DECLARTION OF CONDOMINIUM**

I, Greta Carter, Developer of Creekside, a Condominium, hereby certify and acknowledge the following amendment to the Declaration of Condominium of Creekside, a Condominium:

1. Exhibit D- Creekside Condominium Association House Rules



CREEKSIDE CONDOS, LLC,
a Florida limited liability company
By: Greta Carter, its managing member
July 21, 2005



State Of Florida
County of Duval

The foregoing instrument was acknowledged before me this
22th day of July, 2005, by Greta Carter. She is personally
known to me.

sign: Sara G. Dube
print: Sara G. Dube

EXHIBIT D
TO
DECLARATION OF CONDOMINIUM
CREEKSIDE, A CONDOMINIUM

CREEKSIDE CONDOS CONDOMINIUM ASSOCIATION HOUSE RULES

Attached hereto is the Creekside Condos Condominium Association House Rules for Creekside Condos located at 4836 Atlantic Blvd. Jacksonville, FL 32207. These rules constitute the full, complete, and entire house rules regarding the authority of the homeowner's association as well as the acceptable conduct and/or restrictions on conduct for all residents and unit owners. The Creekside Condos Condominium Association House Rules supersede any and all prior documents, understandings, agreements, and arrangements with respect to the subject matter of this document.

Original Declaration recorded Book 11962 Page 1014

Creekside Condos

4836 Atlantic Boulevard
Jacksonville, FL 32207
(904) 399-5883

Creekside Condos Condominium Association House Rules

I. Preface

The Board of Directors of the Creekside Condos Homeowners Association share the concerns of the Homeowners for the livability of our complex and the protection of our property investment. Toward these ends, we adopt the following House Rules and establish fines for noncompliance. The sole intent is to provide a fair, equitable and nondiscriminatory enforcement policy for maintaining the quality of living which led each of us to purchase homes in Creekside Condos.

II. General

1. It is the responsibility of each owner and resident to be familiar with the Declaration, Bylaws, and House Rules of Creekside Condos Homeowners Association. The Board of Directors has the authority (1) to adopt and enforce such additional rules as it may deem necessary or advisable, (2) to amend same and (3) to impose reasonable fines, penalties or legal action upon the owner for violations of the Declaration, Bylaws, or House Rules.
2. The Board of Directors or Management Agent may authorize entry to a Unit in EMERGENCIES where the Unit or any part of the project is threatened whether or not the Unit owner or occupation is present at the time.
3. Each homeowner is responsible for damages to personal effects located within their Unit.
4. Each Unit owner shall be liable to the Association for any damages to the common areas or any equipment thereon which may be sustained by reason of negligence of said Unit owner or of his guests, invitees, or tenants.
5. It shall not be necessary to provide warning notices in order to levy fines or penalties against a unit owner for violation of these rules.

III. Conduct

1. The Creekside Condos Gazebo/Park area is intended to be used primarily for recreational purposes for the benefit of the Homeowners.

2. The Creekside Condos Gazebo/Park area may not be used for commercial purposes, nor by groups which are public, political, or controversial, unless prior approval of the Board of Directors is obtained.
3. A Unit owner who rents or leases his Unit to another party shall report to the Management Agency within ten (10) days of rental occupancy or signing of a rental agreement, whichever is earlier, the renter's name, mailing address, home and work telephone numbers, and projected date of move in. Further, on an annual basis, a new information sheet is to be provided no later than September 30 each year. There will be an assessed a fine of \$10 a month until submitted.
4. Upon leasing a Unit, the renter MUST sign an agreement stating that they agree to abide by the Declaration, Bylaws, and House Rules of Creekside Condos. A copy of this agreement must be filed at the office of the Management agent.
5. Payment of monthly Association dues of \$110.00 a month are the responsibility of the owner until such time as the Unit may be sold, title is transferred to the buyer and notification sent to the Management Company. This amount covers your water, sewer, trash disposal, quarterly pest control, property maintenance (lawn, gate, lights, etc.), and external property insurance. The Board reserves the right to declare annual assessments due in full where chronic delinquency exists.

IV. Vehicles

Definition of Recreational Vehicle: Any device, mechanized or not, on wheels or not, that is used for the purpose of any form of play, amusement, or relaxation.

1. All Municipality of Jacksonville codes, statutes, and laws regarding vehicles are to be abided by on this property.
2. Maximum speed around the perimeter and interior of this property shall be limited by safe stopping ability and in no case shall be more than 10 miles per hour.
3. One parking spot has been allocated to each Creekside Unit. All unnumbered spots are deemed to be open parking and may be used by guests. While the parking spaces are not deeded or titled to the Unit owners, we strongly encourage each Unit resident to use their assigned spot so that no parking issues arise in the future. There should never be more than a maximum of 2 vehicles, per Unit, that are parked permanently on the property.
4. No inoperable motor vehicle shall be allowed on the property. All vehicles must be used on a regular basis. There is no room for storage of vehicles at any time.

V. Storage

1. Common areas shall not be obstructed or littered.
2. The on-site maintenance shed is to be used ONLY for the storage of items that are required to maintain the Creekside property. These items shall include but are not limited to tools, machines, and/or equipment that is necessary for the general upkeep of the landscape. No personal items belong to the Unit owners may be stored in the maintenance shed.
3. All residents are responsible for keeping all common areas free of debris, cigarette butts, and litter.
4. In order to promote uniformity, any Unit owner who elects to screen in their porch or patio (depending upon whether the Unit is on the 1st or 2nd floor) must do so in compliance with restrictions regarding height, width, and depth. Screen porches/patios are allowed only in the rear of the Units and must be no larger than 5 x 9, so that they enclose only the cement slab at the rear of each Unit and do not protrude onto the property of or interfere with any of the other Creekside residents. Any resident that chooses to have a screened enclosure assumes full the responsibility for its general upkeep as well any repairs that may be needed.

VI. Animals

1. The Municipality Animal Control Regulations are in effect on Creekside Condo property. Residents may be fined for failure to observe the following animal control rules.
2. Any pet out of a Unit shall be on a leash at all times. Pets are not to be tied outside of the Unit or in other common areas at any time.
3. Owners and/or tenants may have pets, however the size restriction on the pet is limited to a combined weight of 50 lbs. All dogs must be kept on a leash while on the property.
4. Pets shall not cause nuisance to other residents by noise, odor, or threat.
5. Dog's owners who walk pets on the property are responsible for immediately cleaning up after their animal and discarding the pet droppings.

VII. Housekeeping

1. All residents are responsible for keeping their Units repaired and maintained in good order and condition. All repairs and maintenance to internal installations shall be made at the owner's expense.
2. All residents are responsible for clearing porches, balconies, decks and steps of any and all debris.
3. The use of grills and other outdoor cooking equipment creates a potential fire hazard and is therefore prohibited on porches/patios.

4. No additions or alterations to the common areas are permitted without approval by the Board of Directors.
5. All trash is to be enclosed in a tied, plastic garbage sack or in a closed cardboard box and is to be placed COMPLETELY WITHIN the dumpster on the property.