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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE AT TIMQUANA

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE AT TIMUQUANA (the "Declaration") is made effective this 17th day of September, 2020, by Hoose Homes and Investments, LLC, a Florida limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Duval County, Florida, which is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"), and desires to create a residential community on platted Lots which shall contain single-family townhomes known as Creekside at Timuquana.

WHEREAS, Declarant wishes to provide for the preservation and maintenance of the appearance, values and amenities of Creekside at Timuquana and, to this end, desires to subject the Property to the terms, covenants, easements, conditions, rights and obligations of this Declaration of Covenants, Conditions and Restrictions for Creekside at Timuquana, herein called the "Declaration," and has created a non-profit membership corporation, herein called the "Association," to be given the power and duty of maintaining and administering the Common Areas (as defined herein) and enforcing this Declaration of Covenants, Conditions and Restrictions for Creekside at Timuquana.

NOW, THEREFORE, Declarant hereby declares that all of the Property, as described above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such owner thereof.

ARTICLE I **DEFINITIONS**

1.1 "Area of Common Responsibility" those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract become the responsibility of the Association.

1.2 "Articles of Incorporation" shall mean the Articles of Incorporation for Creekside at Timuquana Homeowners Association, Inc., attached hereto as Exhibit "B."

1.3 "Assessments" shall mean a sum or sums of money for common expenses provided for herein, or by any subsequent amendment, which shall be used for the purposes of promoting the recreation, common benefit, and enjoyment of the Owners and occupants of Creekside at Timuquana, for establishing and providing services to Owners and occupants and for maintaining the Property or Common Areas within Creekside at Timuquana, and areas common to the overall campus (i.e. main entrance, water maintenance, etc.) all as may be specifically authorized from time to time by the Board of Directors of the Association (as defined below), which, if not paid by an Owner, can result in a lien against the Lot. The Assessments shall include Monthly Assessments, Special Assessments, and Specific Assessments.

1.4 "Association" shall mean and refer to the Creekside at Timuquana Homeowners Association, Inc., its successors and assigns.

1.5 “Board of Directors” or “Board” shall mean and refer to the representative body that is responsible for the administration of the Association.

1.6 “Builder” shall mean and refer to any purchaser of a Lot(s) from the Declarant for purposes of constructing thereon a Unit for sale to an end-user Owner.

1.7 “By-Laws” shall mean the By-Laws of Creekside at Timuquana Homeowners Association, Inc., attached hereto as Exhibit “C.”

1.8 “Common Areas” shall mean all real property to be owned or leased by the Association for the common use and enjoyment of the Owners, their agents, assigns, employees and invitees, as well as all real property which is dedicated to the Association or its members by recorded plat or a Supplemental Declaration. The Common Areas include all land that is subject to this Declaration, less and except (a) the platted Lots which have been reserved by Declarant for sale to Owners and (b) all Storm Water Management Systems (as defined herein) that serve the Property and all Surface Water Management Systems as shown on the plat for Creekside at Timuquana. The Common Areas shall be deeded by Declarant to the Association as hereafter provided.

1.9 “Common Expenses” shall mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including any reasonable reserve, as the Board may find necessary and appropriate from time to time.

1.10 “Declarant” shall mean and refer to Hoose Homes and Investments, LLC, a Florida limited liability company, its successors and assigns, by specific written assignment, acting pursuant to this Declaration. It shall not include any person or entity who purchases a Lot, unless such purchaser is specifically assigned some or all rights of Declarant by a separate, recorded instrument.

1.11 “Guest” means any person who is physically present in, or occupies a Lot at the invitation of the Owner without the payment of consideration or rent.

1.12 “Initial Contribution” shall have the meaning set forth in Section 4.2 hereof.

1.13 “Institutional Mortgagee” shall mean and refer to the holder of a first mortgage against a Lot, which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration or any agency of the United States of America, and their successors and assigns, or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

1.14 “Lease” means the grant by a Lot Owner of a temporary right of use of the Owner’s Lot for valuable consideration.

1.15 “Lot” shall mean a platted residential Lot as shown on the Plat of Creekside at Timuquana, to be recorded in the Public Records of Duval County, Florida.

1.16 “Member” shall mean and refer to all those Owners who are members of the Association.

1.17 “Monthly Assessment” shall mean and refer to monthly assessments levied on all Units subject to assessment under this Declaration, to fund Common Expenses for the general benefit of all Units.

1.18 “Occupant,” when used in connection with a Lot, means any person who is physically present in a Lot on two (2) or more consecutive days, including staying overnight.

1.19 “Owner” or “Lot Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot within the Properties, but shall not mean or refer to any mortgagee, unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.20 “Party Wall” shall mean and refer to any wall common to two Units which shall be owned equally by the Owners of such Units.

1.21 “Primary Occupant” shall mean the natural person approved for occupancy when title to the Lot is held in the name of a trustee, a corporation, or other entity which is not a natural person.

1.22 “Properties” or “Property” shall mean and refer to that certain real property described in Exhibit “A” attached hereto and incorporated herein, known as Creekside at Timuquana and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

1.23 “Special Assessments” means assessments levied in accordance with Article IV, Section 4.8 of this Declaration.

1.24 “Specific Assessments” means assessments levied in accordance with Article IV, Section 4.9 of this Declaration.

1.25 “Surface Water Management System and Storm Water Management System” shall mean and refer to the surface water management system or storm water management system for the Property including, but not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

1.26 “Unit” shall mean and refer to a single-family residence and ancillary structures such as garages, decks, and screen enclosures.

1.27 “Supplemental Declaration” an amendment or supplement to this Declaration filed pursuant to Article XVI which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

ARTICLE II **PROPERTY RIGHTS**

2.1 Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, together with a nonexclusive easement of ingress and egress over the roadways in the Properties, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

A. The right of the Association to charge all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas, equipment or structures situated upon the Common Areas.

B. The right of the Association to dedicate, transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as it may deem proper.

C. The right of the Board to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas.

D. Easements for ingress and egress and right-of-way are reserved for pedestrian traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes, streets and avenues, as the same from time to time exist upon the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as from time to time may be installed for such purposes.

E. There shall be an easement for encroachment in favor of the Declarant, Owners and the Association where any portion of the Common Areas encroaches upon any portion of a Lot.

F. Any portion of the Property which is designated as open space, landscape, buffer, preserve area, or words of similar import on any plat, declaration of restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as such open space. If such land or an easement over such land has been conveyed or dedicated to the Association, the Association shall preserve and maintain such land. No development may occur on such land, except structures and improvements which promote the use and enjoyment thereof for open space purposes.

2.2 Delegation of Rights. Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, his Guests, his tenants, invitees or contract purchasers who reside on the Property.

2.3 Conveyance of Common Areas. The Declarant shall not be required to convey the legal and equitable title and ownership to the Common Areas or any part thereof until the time the Declarant no longer owns any Lot in the Property. Declarant may convey title, and the Association shall accept title, at any time prior to the Declarant's conveyance of the last Lot owned by the Declarant, at Declarant's sole option.

2.4 Judicial Partition. There shall be no judicial partition of the Common Areas, nor shall Declarant, any Owner, or any other person acquiring any interest in the Properties or any part thereof seek judicial partition thereof.

2.5 Drainage Utility Easements. Within the easements for installation and maintenance of utilities and any drainage facilities, 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.

2.6 Driveways. Every Lot Owner shall have an easement over any portion of their driveway located beyond their Lot line.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1 Qualification. Every person or entity who is a record fee simple Owner of a Lot, including Declarant, at all times, as long as it owns all or any part of the Property, shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If any such Owner is not a natural person, the subject entity shall designate a natural person who shall be the Primary Occupant, and such natural person shall exercise the Lot's membership rights. Membership shall be appurtenant to, and may not be separated from ownership of any Lot.

3.2 Voting. The Members of the Association shall be entitled to vote as outlined in the Articles of Incorporation. The vote of a Lot shall not be divisible. If a Lot is owned by one natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose, except for establishing a quorum. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's Primary Occupant designated as set forth above.

ARTICLE IV **COVENANTS FOR MAINTENANCE ASSESSMENT**

4.1 Assessments. Subject to the provisions of Article IV, Section 4.15 herein, the Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association Monthly

Assessments or charges and any Special Assessments or Specific Assessments to be fixed, established and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon from thirty (30) days after the due date at the highest rate as allowed by law, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such Assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or services, or by abandonment or otherwise.

4.2 Initial Contribution. At the time of closing of the sale of a Unit from a Builder to a purchaser, the purchaser shall pay to the Association an initial contribution in the amount of Five Hundred and No/100 Dollars (\$500.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association and shall be used at the discretion of the Board for any purpose, including without limitation, future and existing capital improvements, operating expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay the Initial Contribution.

4.3 Monthly Assessments. The Monthly Assessments levied by the Association shall be collected by the Board and shall be used for the purpose of management, provision of services, maintenance and repair in a manner consistent with the maintenance standards of Creekside at Timuquana and promoting the health, safety and welfare of the residents in the Properties, including, but not limited to, the following:

A. Payment of all fees incurred by the Association under one or more agreements that the Association may from time to time enter into for the provision of maintenance, cleaning, and other services, to the Owners and residents of Creekside at Timuquana;

B. Improvements, maintenance and repair of the Common Areas and Areas of Common Responsibility, including, but not limited to, the cost of maintaining:

1. All streets, driveways, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;

2. All landscaped areas including lawns, shrubs, trees and other planting located on Common Areas (where reasonably possible, the Association shall also maintain the vegetation and any landscaping upon areas that are not within the Property but abut same and are owned by a utility or governmental authority, so as to enhance the appearance of the Property, such as swale areas within the right-of-way of abutting streets or road and areas within drainage right-of-ways);

3. All equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any;

4. Fences, walls, signs, street lighting, entry gates and gate operating system and fountains located on the Common Areas (provided, however, that any street lighting installed by JEA under any Agreement with JEA which provides that or requires JEA to install and maintain the street lighting shall not be considered street lighting owned by the Association. However, any electric use charges and rental fees assessed or charged by JEA to the Declarant or Association for street lighting installed and maintained by it within the Property shall be an expense of the Association for which the Association shall make assessments to the Lot Owners as allowed in this Declaration.).

5. Painting and general upkeep of fences and entry gates that are part of improvements constructed on the Common Areas;

6. Maintenance or repair of the automatic entry system and gates into the Properties, electrical lighting, and other necessary utility services for the Common Areas, and non-potable water to service the sprinkler system in the Common Areas and on the Lots;

7. Garbage collection and related fees for waste removal at waste receptacles placed in the community for Lot Owner's use;

C. Operation, maintenance and repair of the Surface Water Management System and Storm Water Management System located within the Property which serves only the Property. The Association shall be responsible for the operation, maintenance and repair of the master Surface Water Management System and Storm Water Management System; Any amendments to these documents which would affect the storm water management system (including environmental conservation areas and water management portions of the common areas) will be submitted to the District for a determination of whether the amendment necessitates a modification of the permit. Any amendment affecting the storm water management system will not be finalized until any necessary permit modification is approved by the District or the Association is advised that a modification is not necessary. The rules and regulations shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter. The Association shall exist in perpetuity. However, should the Association dissolve, the stormwater management system shall transferred to and maintained by one the entities identified in sections 12.3.1(a) through (f), of the agency's Environmental Resource Permit Applicant's Handbook Volume 1, who has the powers listed in Section 12.3.4(b)1 through 8, and the ability to accept responsibility of the operation and routine custodial maintenance of the stormwater management system 12.3.4(d)1 or 2 prior to it dissolution. If wetland mitigation or monitoring is required, the Association shall be responsible to carry out this obligation. The rules and regulations state that it shall be the Association's responsibility to complete the task successfully, including meeting all (permit) conditions associated with wetland mitigation, maintenance and monitoring. The agency has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the stormwater management system facilities or in mitigation or conservation areas under the responsibility or control of the Association. The Notice of Environmental Resource Permit is recorded in Official Records Book 18344, Page 495, Public Records of Duval County, Florida.

D. Hiring professional advisors, management companies, service providers and payment of management and service fees and charges;

E. Property insurance, including flood and fire insurance covering the full insurable replacement value of the Common Areas with extended coverage and "bare walls" coverage of the building structure (exterior walls, roof, and framing) of residences on the Lots, but not including any interior improvements and fixtures of said residences;

F. 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 their occupation 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 at the discretion of the Association;

G. Worker's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board;

H. Acquisition of equipment for the Common Areas as may be determined by the Board, including without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;

I. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or Assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or Bylaw, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, for the benefit of the Owners, or for the enforcement of these restrictions;

J. Establishment of reserve accounts for capital expenditures and deferred maintenance for the Common Areas;

K. Establishment of reserve accounts for roof replacement and repairs;

L. Satisfaction of any of the obligations imposed by Duval County and/or any other governmental entity;

M. Payment of real property taxes, personal property taxes and other Assessments levied against the Common Areas; and

N. Improvement, maintenance and repair of any portion of a Lot which is the responsibility of the Association pursuant to the terms of this Declaration.

4.4 Lawn and Landscaping. In addition to maintenance of the Common Areas, the Lot Owners shall be assessed by the Association for the regular maintenance of the lawn and landscaping on their Lots. The lawn and landscaping Assessments shall be considered a part of the Monthly Assessment. The Association shall maintain lawn areas on Lots, including mowing, edging, irrigating and fertilizing, and landscaped areas on the Lots as originally installed by the Declarant. Lot Owners are discouraged from installing landscaping on their respective Lots. However, should a Lot Owner wish to install landscaping it must first be approved by the Association and not interfere with the Association's lawn maintenance obligations. The Association is not responsible for landscape replacement on any Lot resulting from fire, wind, flood, tornado, hurricane or other casualty and each Lot Owner will promptly correct and any all casualty damage to such Owner's Lot within a reasonable time. Any Lot Owner installing any landscaping features on a Lot different from that originally installed by the Declarant shall maintain such installations at their own expense. No Lot Owner shall make any modifications or alteration of the lawn or landscaped areas on the Common Area. Declarant may install a common irrigation system serving the Common Area and the Lots, including well, pumps, water distribution lines, sprinkler heads and other related facilities (the "Irrigation System"), on and under the Common Areas and Lot, and shall operate and maintain, repair and replace any such Irrigation System. No Lot Owner may make any alterations, modifications or other changes to the Irrigation System. Each Lot Owner shall be responsible to the Association for any damage or injury to the Irrigation System due to the negligence or intentional act or omission of the Lot Owner or any family member, tenant, guest or invitee of such owner. The Association shall have an easement over the Property, including any Lot, to provide maintenance of such system. Where it is stated herein that the Association has exclusive control, it means the Owners of the Lots shall not be required or entitled to conduct such activities for the purpose of maintaining uniformity within the Property.

4.5 Units and Lots. Except as expressly set forth in this Article IV, the Association shall have no obligation for maintenance, repair or replacement of any part of any Lot, nor any improvements installed thereon.

4.6 Maintenance. The maintenance of the Unit shall be the primary responsibility of the Lot Owner. However, the Association shall have certain responsibilities relating to exterior maintenance as follows: The Association shall be responsible for annually cleaning the fascia, eaves, window and door returns and exterior walls of the Units, including small stucco and caulking cracking or shrinkage being identified and corrected while performing annual cleaning except that the Association shall not be responsible for cleaning any fascia, eaves, window and door returns or exterior walls located within any screened enclosure. All exterior window cleaning is the responsibility of the Lot Owner. The Association shall be responsible for pressure washing the concrete walks and driveways on Lots once per year. The Association shall own and maintain the irrigation system serving the Lots and shall be solely responsible for landscape maintenance, lawn fertilization and maintenance along with exterior pest control on Lots. The Association shall be responsible for periodic repainting of the exterior of the building and shall establish a maintenance schedule to ensure that every building is painted at least once every seven (7) years. The Association will establish a reserve fund for roof repairs and replacement. The Association shall maintain gutters and downspouts on a periodic basis. The Lot Owner shall be solely responsible for all other maintenance and repair and replacements of improvements to the Lot. The Lot Owner's responsibilities include, but are not limited to, maintenance, repair and replacement of all screen enclosures; annual cleaning of fascia, eaves, window and door returns and exterior walls located within any screened enclosure; maintenance, repair and replacement of concrete walks and driveways (other than Association's annual pressure washing) located on a Lot or on any right of way abutting any Lot; maintenance, repair and replacement of eaves, fascia, window and door returns, windows, skylights, vents, doors, patios, air conditioning equipment, exterior lighting and all interior elements of any Unit built on a Lot.

4.7 Right of Entry to Lot by Association. Whenever it is necessary to enter a Lot for the purpose of inspection, including inspection to ascertain a Lot Owner's compliance with the provisions of this Declaration, or for performance of any of the maintenance, alteration or repair obligations of the Association, as set forth in this Article

or elsewhere in the Declaration, the Association shall be the irrevocable right to access onto the Lot and an easement over, under and across and upon the Lot for such purposes, and the Lot Owner thereof shall permit an authorized agent or contractor of the Association to go upon the Lot, provided that such entry shall be made only at reasonable times and with reasonable notice. In the case of emergency, such as but not limited to, fire or hurricane, entry may be made without notice or permission. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on the account of any entry.

4.8 Special Assessments. In addition to the Monthly Assessments, the Association may levy in any Assessment year a Special Assessment, applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, or for any other expenditure approved by the Board. All Special Assessments shall become due and payable upon reasonable terms and conditions as set forth at the discretion of the Board upon levying the Special Assessment.

4.9 Specific Assessments. In addition to the Monthly Assessments, the Association may levy a Specific Assessment, against one or more Units, for extraordinary maintenance, reconstruction, or repairs to a Unit that are undertaken by the Association pursuant to this Declaration. All Specific Assessments shall become due and payable upon reasonable terms and conditions as set forth at the discretion of the Board upon levying the Specific Assessment.

4.10 Apportionment of Assessments. All Monthly Assessments and Special Assessments for items pertaining to the Common Areas and Association maintenance responsibilities shall be at a uniform rate for each Lot in the Properties, except as set forth in Article V below; provided, however, the Association may assess additional costs against any Lot to correct maintenance deficiencies, or to enforce the provisions of this Declaration, or which contains special plantings or landscaping, such as rose gardens, orchids, etc., which require extra care, maintenance and expense by the Association.

4.11 Determination of Assessments. The Board shall fix (a) the date of commencement and (b) the amount of the Assessments against each Lot at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Owners and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. Not later than fourteen (14) days after fixing the date of commencement and amount of Assessments, the Association shall notify Owners by sending written notice of such commencement date and amount to said Owners at the address as shown on the current roster of Members, which notice shall be conclusive as to delivery to Owners. The Association shall, on demand and for a reasonable charge, furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Association setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.12 Payment of Monthly Assessment. The Monthly Assessment for which provision is herein made shall be paid monthly, in advance, unless otherwise determined by the Board. The first Monthly Assessment shall be adjusted according to the number of months remaining in the fiscal year.

4.13 Right to Lien. If any Assessments are not paid within thirty (30) days from its due date as determined by the Board pursuant to this Declaration, the Association may, at any time thereafter, record a lien against said Lot in the Public Records of Duval County, Florida, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such Assessment the cost of any such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with costs of the action.

4.14 Priority of Lien. Liens for delinquent Assessments shall be effective as of the date of recording the claim of lien in the Public Records of Duval County, Florida, and shall be prior to and superior to the creation of any homestead status on the property and any subsequently recorded liens or encumbrances.

4.15 Subordination of Lien to Institutional Mortgage. The lien of the Assessment for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage

to an Institutional Mortgagee, unless the claim of lien is recorded prior to the mortgage. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot(s) pursuant to a decree of foreclosure and in any other proceeding in lieu of foreclosure, and shall relieve any Lot(s) neither from liability for any Assessments thereafter becoming due, nor from the lien of any subsequent Assessment.

4.16 Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments charges and liens created herein:

- A. All properties to the extent of any easement or other interest therein dedicated and accepted by Duval County and devoted to public use.
- B. All Common Areas as defined in Article I.
- C. All Lots owned by the Declarant.

4.17 Payment of Deficiency by Declarant. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, prior to turnover of control of the Association, the Declarant shall not be obligated for, nor subject to, any Monthly Assessment for any Lot which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by Monthly Assessments and the amount received from Owners other than the Declarant in payment of the Monthly Assessments levied against their respective Lots. Such difference, herein called the "deficiency," shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or Special Assessments. The Declarant shall not be responsible for any of said reserves, capital expenditures or Special Assessments.

The Declarant may, at any time, give sixty (60) days' written notice to the Association of its intention to terminate its responsibility for the deficiency and waiving its right to exclusion from Monthly Assessments. Upon the conclusion of the sixty (60)-day period, each Lot owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the Monthly Assessment established for Lots owned by Members other than the Declarant. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with the date of transfer of title.

ARTICLE V **ASSOCIATION**

5.1 Duties of the Association. The Association shall be responsible for maintenance of Common Areas, for repair, maintenance and painting of the exterior of the residence on each Lot, for maintenance of the lawns and landscaping on the Lots, for repair and maintenance of the driveway and sidewalks located on each Lot, for swimming pool cleaning and associated maintenance, and for irrigation, and other maintenance responsibilities, as determined by the Board.

5.2 Authority to Contract for Services by Third Parties. In order to fulfill its obligations under this Declaration, the Association shall have the power and authority to execute one or more maintenance or service contracts providing for maintenance and/or other services to Members, Lots and the Property.

5.3 Association Intervention. In addition to the regular maintenance responsibilities of the Association, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors to preserve the beauty, quality and value of the Neighborhood, any additional maintenance, repair or replacement that is otherwise the responsibility of the Lot Owner hereunder and which the Lot Owner fails to replace, restore, repair or perform after thirty (30) days' written notice to the Lot Owner of the need of such replacement, restoration, repair or maintenance.

5.4 Reimbursement of Association. The cost of such additional maintenance set forth above shall be assessed against the Lot upon which such maintenance is performed, or at the option of the Board of Directors, against the Lot or Lots benefiting from the maintenance. The Assessment shall be apportioned among the Lots involved in

the manner determined to be appropriate by the Board. Any such additional maintenance Assessments shall not be considered a part of the Base or Special Assessment. Any such additional maintenance Assessment shall be a lien on the Lots affected and the personal obligation of the Owners and shall become due and payable in all respects, together with interest, reasonable attorney's fees, and cost of collection, in the same manner and under the same conditions as provided for the other Assessments of the Association.

5.5 Reconstruction. In the event that any of the improvements located on any Lot are destroyed or damaged as a result of any cause, including, but not limited to, aging, fire, windstorm, flood or tornado, the Owner of such improvements shall cause repair or replacement of such improvements to be commenced within thirty (30) days from the date of insurance settlement, and to complete the repair or replacement within one (1) year thereafter. All such repairs or replacement must be performed in accordance with standards promulgated pursuant to Article VII below.

5.6 Failure of Owners to Repair. In the event that the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, the Association shall be deemed to have been granted the right by the Owner to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements.

5.7 Assignment of Insurance Proceeds. In the event that the Association exercises the rights afforded to it in this section, the Owner of the subject Lot shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the improvements.

For this purpose, the Owners of the Lots agree to provide for the Association to be named as an additional insured under any hazard and flood insurance policies relating to their Lots and the improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements provided for above, taking into account local construction costs and property values as they may, from time to time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary to replace the residence by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason causes the same to become null and void, the Association may purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as the other Assessments of the Association.

5.8 Payment of Costs. Any and all costs incurred by the Association in effectuating the repair or replacement of damaged or destroyed improvements shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as other Assessments of the Association.

5.9 Termite Bond. The Association is authorized to obtain and maintain a termite bond for the structures and improvements located on the Property, including residences on Lots. In relation thereto, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Lots (but not inside residences) for the purpose of performing inspections and test to determine whether termites exist on any Lots. In the event termites are found on a Lot, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter the residence for the purpose of dispensing chemicals for the extermination of the termites. Owners shall provide either a key to the residence for the purpose of such entry or have someone available at such times as are designated by the Board to allow entry into the residence for this purpose.

ARTICLE VI
SURFACE WATER MANAGEMENT SYSTEM AND STORM WATER MANAGEMENT SYSTEM.

6.1 Maintenance and Monitoring. The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System and Storm Water Management System. Maintenance of the Surface Water Management System and Storm Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District (the "District"). Any repair or reconstruction of the Surface Water Management System and Storm Water Management System shall be as permitted or if modified, as approved by the District. All operation maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

6.2 Use Restrictions. The Association shall enforce the use restrictions for the Surface Water Management System and Storm Water Management System. No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Activities prohibited within the Surface Water Management System and Storm Water Management System shall include, but not be limited to:

- A. Digging or excavation;
- B. Depositing fill, debris, or any other material or item;
- C. Constructing or altering any water control structure; or
- D. Any other construction that would modify the Surface Water Management System and Storm Water Management System.

If the Property contains a wetland mitigation area or a wet detention pond (as defined in the District regulations), no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. In addition, if the Property contains a wetland mitigation area which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintaining the wetland mitigation areas until such time as the District determines that the area is successful in accordance with the Environmental Resource Permit.

6.3 Construction. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

6.4 Enforcement by District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration and take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel the Association to correct any outstanding problems with the Surface Water Management System and Storm Water Management System.

6.5 [Intentionally Deleted].

6.6 Covenant for Maintenance Assessments for Association. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water Management System and Storm Water Management System. Assessments shall be used for the maintenance and repair of the Surface Water Management System and Storm Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

6.7 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System and Storm Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Unit which is a part of the Surface Water Management System and Storm Water Management System at a reasonable time and in a reasonable manner to operate, maintain or repair the Surface Water Management System

and Storm Water Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System and Storm Water Management System. No person shall alter the drainage flow, the Surface Water Management System and Storm Water Management System, including buffer areas or swails, without the prior written approval of the District.

6.8 Amendment. Any amendment to this Declaration which alters any provisions relating to the Surface Water Management System and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District.

ARTICLE VII **USE RESTRICTIONS**

The use of the Lots shall be in accordance with the following provisions. The Declarant and Builder owned Lots shall be exempt from the application of this Article and the Declarant and Builder therefore are not obligated to comply with the provisions hereof.

7.1 Single Family / Commercial Activity. The Property may be used for single-family residential living and for no other purpose. No trade, business, profession or other type of commercial activity may be conducted on any part thereon, except for the construction and sales activities of the Declarant or Builder. Notwithstanding the foregoing and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Unit for such Owner's personal use; provided however, business invitees, customers and clients shall not be permitted to meet with Owners in Unit unless the Board provides for otherwise in rules and regulations. No Owner may actively engage in any solicitations for commercial purposes within the residential community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of the Association. No day care or facility may be operated out of a Unit.

7.2 Unauthorized Structures. No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or the Common Areas without the written consent of the Declarant or of the Association after Declarant has conveyed the last Lot which Declarant owns in the Property.

7.3 Communication Equipment. To the extent permitted by law, no aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas, or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Property, without the prior written consent of the Association.

7.4 Recreational Vehicles. No boats, commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles and non-commercial trucks or vans, as determined by the Board, shall be placed, parked or stored upon any Lot (except in the garage) or in the Common Areas for a period of more than eight (8) hours, unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Declarant in the Properties, except within a building where totally isolated from public view. All garage doors must remain closed, except upon entering or exiting the garage.

7.5 Street Parking. All vehicles must be parked in the garage and/or the driveway located on each Lot or other parking areas provided on the Property. No vehicles may be parked on the streets located within the Property, except temporarily (less than 3 hours). Notwithstanding the foregoing, no vehicles may be parked on the streets overnight. No Lot Owner may park or otherwise store, nor permit others to park or otherwise store, nonoperative vehicles and/or vehicles without current registration on their lot or elsewhere on the property, except inside the enclosed garage on the lot with the garage door closed. Garages appurtenant to a Unit shall be used for parking of vehicles while on the Lot, and the Lot Owners shall park their vehicles in the garage for their respective Lot or their driveways. Lot Owners shall keep their garage door closed at all times except when moving vehicles or other items in and out of the garage. The garage shall not be used for storage or living so as to preclude the use thereof for parking of vehicles. The Association may, but shall not be obligated to, designate certain areas on the Common Areas as parking for overnight guests. Vehicles may be washed and waxed in driveways, but vehicles may not be maintained or repaired on any portion of the property outside the garage on a Lot. Any maintenance or repair of any vehicle may

only be conducted inside a garage with the garage door closed. No portable building, tent or other structure of a temporary character shall be permitted on any Lot either temporarily or permanently, except that Declarant and/or Builder shall be permitted to park a construction trailer on the property during periods of construction.

7.6 Sprinkler Systems. All areas not covered by structures, walkways, or paved parking facilities shall be maintained as a lawn or landscape areas with underground sprinkler systems to the pavement edge of any abutting streets and to the water line of any abutting lakes or water management areas. No stones, gravel or paving of any types shall be used as a lawn.

7.7 Nuisance. Nothing shall be done or maintained on any Lot, or the Common Areas which may be or become unsightly or a nuisance to Creekside at Timuquana. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question.

7.8 Signs. No sign of any kind, including "For Sale" signs, shall be displayed to public view on any Lot or Common Area, including signs placed in windows, except a sign identifying Creekside at Timuquana, street or traffic control signs, or except as placed by the Declarant or Builder or approved by the Board or the Association as the case may be. After Declarant and/or Builder no longer own any portion of the Properties, Owners may maintain one "For Sale" sign which meets Association approval.

7.9 Maintenance of Lawn Structures. No weed underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly object shall be placed or allowed to remain on any Lot. Any property, structure, improvement or appurtenance shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. All lawns, landscaping and sprinkler systems shall be installed and maintained in a neat, orderly and live condition.

7.10 Declarant's and Builder's Rights. The sale, rental or other disposition of Lots in the Property is essential to the establishment and welfare of the Properties as an on-going residential community. In order that the development of the Properties be completed and the Property established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Declarant and or Builder, Declarant's and Builder's transferees or employees, agents and assigns, contractor or subcontractors of Declarant and Builder, or of Declarant's and Builder's transferees, from taking any action they may determine to be reasonable, necessary or advisable for the completion of the work and the sale and establishment of the Properties as a residential community, including, but not limited to, constructing, maintaining and operating a construction office and a sales facility or model homes, together with appropriate signage. As used in this section, the words "its transferees" specifically exclude purchasers of Lots.

7.11 Garbage. All Lot Owner's waste shall be disposed of in dumpster receptacles provided by the Association by either the local sanitation department, or others, for the Lot Owners benefit. The receptacles are for Lot Owner's trash and garbage and are not to be used by Lot Owner's guests, contractors or other non-Lot Owners. No rubbish, trash, garbage or other waste materials shall be kept or permitted at the driveway area of any Lot.

7.12 Gas Tanks. Gas tanks shall not be allowed other than propane tanks attached to a grill.

7.13 Fences. No fences of any kind may be constructed or installed on any portion of any Lot.

7.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that the Owner of each Lot may keep a maximum of three (3) pets of a normal, domesticated, household-type, such as a cat or dog, on the Lot, subject to the behavioral criteria set forth below. The Association has the right to review and approve additional pets at the Association's sole discretion on a case by case basis. All pets shall be registered with the Association and pets are limited to Owners only. All Pets are to be walked in designated areas only and no pets are permitted in the recreation areas. The pets must be leashed at all times while on any of the Common Areas outside the Lot. Each pet owner shall be responsible for the removal and disposal of their pet's body waste. The Board of Directors is empowered to order and enforce the removal of any pet that becomes an unreasonable source of annoyance to other residents in the Property. All pets must meet the following strict behavioral criteria:

A. The pet shall not make disturbing noises such as barking or crying that interfere with other residents' quiet enjoyment of the Property;

B. The pet shall not be permitted to damage any Common Area of the Property;

C. The pet shall not be permitted to defecate except in permitted areas. When using permitted areas, Owners will clean up after their pets every time without exception;

D. The Owner will obey any and all use and health regulations concerning pets on the Property. No pet shall be allowed on the pool deck;

E. Their Owners whenever outside the residence will securely leash pets. No pet shall be allowed to run free for any amount of time;

F. No pet shall behave in any fashion, which reasonably disturbs the enjoyment of the property by other Owners and their guests;

G. No aggressive or vicious animals shall be permitted on the Property;

H. Aggressiveness, viciousness, biting or any behavior causing injury to any person shall be grounds for immediate removal of the pet from the Property without the notice requirements below;

I. If an owner's pet behaves in a fashion, which violates the behavioral criteria, the Board is permitted to exercise the following remedies:

1. On the first offense, the Association will send written notice to the homeowner via registered mail asking that the behavior be changed.

2. If a second behavioral problem occurs during any twelve-month period, the Board of Directors may vote to order the pet removed at any regularly scheduled meeting via a simple majority of the Board.

7.15 Retention Drainage Areas. No Lot shall be increased in size by filling in any water retention or drainage area on which it abuts. Owners shall not fill, dike, rip rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement or by the Declarant.

7.16 Wells. No wells may be placed, maintained or used on any Lot.

7.17 Utility Lines. All utility lines and lead in wires, including, but not limited to, electrical lines, cable television lines, telephone lines and water and sewage lines located within the confines of any Lot shall be located underground. All Lots are served by a sanitary sewer system and public water/sewer system and are metered at each Unit. Each Lot Owner is responsible for payment of all fees for utilities to their Unit. Repairs and maintenance of any utilities serving a particular Unit will be the Lot Owner's responsibility. Water and sewer for Common Areas of the Association shall be included in assessments and the Association reserves the right to adjust the Association budget at any time to accommodate increases in water or sewer services as provided by the public utility. No septic tank or well of any kind may be installed on a Lot.

7.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside the Unit shall be of a type as approved in writing by the Association. Panel, accordion and roll-up shutters may not be left closed at any time other than a storm event. Hurricane shutters may be closed or installed / utilized up to forty-eight (48) hours prior to the expected arrival of a hurricane or upon the announcement of a Hurricane Watch in County and shall be removed within seventy-two (72) hours after the Hurricane Watch has been lifted,

7.19 Holiday Lights and Other Lighting. Holiday lighting and decorations shall be permitted to be placed upon exterior portions of the Unit and upon the Lot in the manner permitted and approved in writing by the Association prior to installation. The installation period shall commence on the Thanksgiving Holiday and shall end no later than

January 15th of the following year. The Association may establish standards for holiday lights and the Association may require removal of any lighting that creates a nuisance (e.g. unacceptable spillover to adjacent Units).

7.20 Declarant's Right to Intervene. In order ensure the health, safety and general welfare of all Members of the Association, the Declarant, for itself and for the Association reserves the right to enter upon any Lot for the purpose of mowing, clearing or cutting underbrush, removing trash which has accumulated, or maintaining the improvements. However, this provision shall not create an obligation on the part of the Declarant to provide such service.

7.21 Outdoor Drying. No outdoor clothes drying shall be allowed on any Lot unless the same is completely shielded from view off the Lot.

7.22 Garage Sales. Garage sales are prohibited on the Property.

ARTICLE VIII **DECLARANT'S RIGHTS**

8.1 Declarant's Rights. The Declarant and its successors or assigns will undertake the work of constructing Units and related amenities on the Lots and improvements on the Common Areas. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Community as a community. As used in this, Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Units. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or Bylaws shall be understood or construed to:

A. Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them or on any Common Areas whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of The Community may be modified by the Declarant at any time and from time to time, without notice); or

B. Prevent the Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by the Declarant or on any Common Areas, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing The Community as a Community and disposing of the same by sale, lease or otherwise; or

C. Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors or representatives, from conducting on any property owned or controlled by the Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements within The Community and of disposing of Lots therein by sale, lease or otherwise; or

D. Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of The Community

The Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as the Declarant owns any property in The Community; provided, no such easement shall structurally weaken or otherwise interfere with the use of the Common Area by Owners. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Lots owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model Units, and sales offices and the Declarant shall have an easement for access to such facilities.

The right to maintain and carry on such facilities and activities shall include specifically the right to use any Lot owned by the Declarant, as models and sales offices, respectively and to utilize such facilities exclusively from time to time. Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of Duval County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any property in any manner whatsoever.

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of The Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of The Community and each Lot therein may be temporarily interfered with by the development and construction work occurring on those Lots owned by the Declarant or its successors and assigns and each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of The Community. Each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the balance of The Community may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner on such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby release the Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

8.2 Common Areas.

A. So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business:

1. Declarant may in its sole discretion, set aside, convey, lease, grant an easement, license or other use right to real property to the Association within or without the Community for such purposes as may be expressed in the instrument of conveyance, lease or grant of easement, license or other use right. The Association must accept from Declarant any such conveyance, designation, dedication, lease, grant of easement or license, or grant of other use right. No such real property shall be considered to be Common Areas until actually so conveyed, designated, dedicated by platting, leased or a grant of easement, license or other use right is created by a written instrument. The written instrument shall also provide when the area(s) of land are designated, dedicated, conveyed, leased, licensed or a use right is granted to the Association.

2. The Association shall not accept from any Person other than Declarant a conveyance, dedication, lease, grant of license or grant of use right except upon the prior written consent of the Declarant of the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business of developing said Units.

3. Declarant shall have the right and the power to regulate and control the external design and appearance of the Common Areas in such a manner as Declarant deems appropriate as to promote a quality environment which will preserve the value of the Units and to foster the attractiveness and functional utility of the Community as a place to live.

4. Any type use of the Common Areas shall be subject to the prior written approval of Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

5. Declarant shall have the right in its sole discretion to grant easements, licenses or use rights for the Common Areas to Persons that are not Members. The Board of Directors shall have the right to grant easements, licenses and use rights for the Common Areas to Persons that are not Members after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

B. Prior to any conveyance, designation, dedication, lease or grant of easement, license or other use right by Declarant to the Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Association; in any event, rents, fees and other charges required to be paid to Declarant under the leases, grants, license or contracts creating the use right shall continue to be paid.

C. Any real property conveyed, leased or the use of which has been granted by Declarant or any third party to the Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their guests and tenants unless otherwise provided by the Declarant.

D. No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Areas. So long as Declarant owns any Unit located in the Community for development or for sale in the ordinary course of business, the Declarant shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity and thereafter the Board of Directors of the Association shall make such determination. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

E. Neither the execution and recordation of this Declaration, nor the creation of the Association or other entity, nor the recordation of any other instrument subjecting any land in the Community to protective covenants and restrictions shall obligate or require Declarant or any other Person to grant any right, power, duty or privilege of any nature or kind to the Association or other entity; or obligate or require Declarant to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

F. The Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of the Community for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Improvements or facilities on the Common Areas or elsewhere in the Community as the Declarant and its affiliates, employees and agents, as appropriate, elect to effect. Further, the Declarant and its affiliates, guests and invitees shall have right to use the Common Areas for sales, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Declarant and its affiliates within the Community, including the operation of a sales office. All of the foregoing shall apply notwithstanding the fact that the Association holds title to the applicable Common Areas as of any relevant time.

8.3 Enforcement and Inaction.

A. So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business, Declarant shall have the right and power, but not the obligation, to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or non-exclusively any or all of its rights, powers, duties or privileges hereunder to the Association, or to an Owner, or to any other Person. In the event Declarant expends any sum of money to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration, the Association shall immediately reimburse the Declarant for such expenditure. Failure by Declarant, or by the Association or any other Owner or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. After Declarant no longer owns any land in the Community for development or sale in the ordinary course of business, the Association shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration.

B. The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or the Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon the Owner's Unit collectible in the manner provided in Article IV.

C. Notwithstanding anything to the contrary in this Declaration, the terms and provisions of this Article shall not be amended, modified or terminated without the prior written consent of the Declarant so long as Declarant owns any Unit(s) in the Community.

ARTICLE IX
EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR

9.1 Access and Repair. The Declarant hereby reserves unto itself, its agents, employees, invitees and assigns, and for the benefit of the Association and their respective agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over any Lot located in the Properties in order to gain access to the Common Areas or any Lot in order for the Association to discharge its duties to construct, maintain and repair the Common Areas, and for the purpose of maintaining the Properties and the Lots by the Association in a manner consistent with the Association's maintenance obligations of the Common Areas and Lots, together with an easement for the maintenance of sprinkler systems owned by the Association.

9.2 Utilities. Each Lot and the Common Areas shall be and hereby are made subject to easements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, drainage and telephone), and roadways and driveways. The utility companies and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or the Common Areas in furtherance of such easements. No structure, planting, fill or other material shall be placed or permitted to remain which may damage or interfere with the use of such easements.

9.3 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, Occupant or the Association.

9.4 Additional Easements. The Declarant reserves the right, for itself and its designee (as long as Declarant or said designee owns any Lot) and for the Association, without joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair and use of, as an illustration, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water drainage or other utility easement, or to relocate any easement in any portion of the property as the Declarant, its designee, or the Association shall deem necessary or desirable for the proper development, operation and maintenance of the Properties, or any portion thereof, or for the general benefit of any Lot, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot for permitted purposes.

9.5 Dedication and Maintenance of Landscape Easement Areas. Declarant hereby declares, establishes and dedicates for the benefit of, and as a burden upon each Lot and the Owners and Occupants thereof, an easement (the "Landscape Easement") in favor of the Association over (i) all areas labeled "Landscape Buffers" on the Plat and (ii) the additional areas shown and described on Exhibit D attached hereto (collectively, the "Landscape Easement Area") for the purpose of installation, maintenance and repair of landscaping, fencing and irrigation. No improvements, other than landscaping, fencing, and irrigation facilities, may be constructed or installed within the Landscape Easement Area. All landscaping, fencing and irrigation facilities located within the Landscape Easement Area shall be maintained by the Association. No Owner shall do or allow any act, or allow any condition to exist, that will materially impair the landscaping, fencing and irrigation improvements installed within the Landscape Easement Area. The installation of the landscaping, fencing and irrigation facilities within, and the maintenance, repair, replacement and use of, the Landscape Easement Area shall at all times be in conformity with the Duval County Land Development Code.

ARTICLE X
ENFORCEMENT OF COVENANTS

10.1 **Duty to Comply.** Every Lot Owner and his tenants, guests, invitees and agents shall comply with all of the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws for Creekside at Timuquana Association, Inc., and rules and regulations as same exist and as all such documents may be amended or adopted in the future.

10.2 **Enforcement.** Failure to comply herewith or with such rules and regulations shall be grounds for immediate action. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms, or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, or any Owner may, but shall not be required to, seek enforcement of this Declaration. Any Owner who seeks enforcement of this Declaration shall, by his actions, be deemed to have indemnified the Declarant and the Association from all liabilities resulting from his actions. In an action to enforce this Declaration, the non-prevailing party shall pay to the prevailing party all costs and reasonable attorneys' fees at all trial and appellate levels.

10.3 **Fines.** The Association shall have the right to levy a fine against a Lot Owner for any violation of the provisions of this Declaration that continues for more than three (3) days after written notice. The amount of such fine shall be established by the Association, but in no event shall any fine be more than \$100 per day or the maximum amount allowed by applicable law, whichever is greater. Any fine so levied shall be deemed a Specific Assessment and shall constitute a lien on the Lot.

10.4 **Towing of Vehicles.** All of the restrictions contained herein shall be enforceable by specific performance and injunctive relief. Additionally, any commercial, recreational, or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot to whom such vehicle belongs or to whom the operation of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to the recovery of the towed or removed vehicle shall be borne solely by the Owner or the operator of the towed or removed vehicle.

10.5 **Attorneys' Fees.** If any litigation is commenced to enforce the covenants and conditions of this Declaration, the prevailing party thereto shall be entitled to reasonable costs and attorneys' fees, including costs and fees of any appeal.

ARTICLE XI
TRANSFER OF OWNERSHIP AND LEASING OF LOTS

11.1 **Forms of Ownership.** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership and leasing of a Lot by an Owner shall be subject to the following provisions, which provisions each Owner covenants to observe.

A. **Individual Ownership.** A Lot may be owned by an individual person.

B. **Co-ownership.** Co-ownership of Lots is permitted, but all Owners must be members of a single family or living together as a single-family housekeeping unit. If co-ownership is to be by more than two persons, the Owners shall designate one natural person as "Primary Occupant," and the use of the Lot by other persons shall be as if the Primary Occupant is the actual Owner.

C. **Entity Ownership.** A Lot may be owned in trust or by a corporation, partnership, or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several

individuals or families. The corporation, trustee or any entity which is not a natural person shall designate one natural person to be the "Primary Occupant," and the use of the Lot by other persons shall be as if the Primary Occupant is the only actual Owner.

D. Life Estates. A Lot may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, during the life estate, the life tenant shall be the only Member in the Association from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. The life tenant and remaindermen shall be jointly and severally liable for all Assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were co-owners for purposes of voting and occupancy rights.

11.2 Transfers.

A. There shall be no restrictions on transfers of Lots, however, any Owner desiring to sell or otherwise transfer title to his Lot shall give the Association at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require.

B. The Association must be notified of any transfer of title to a Lot as provided in the By-Laws.

C. There shall be no restrictions on the mortgaging of Lots. All mortgages, other than a first mortgage of record, shall be subject to and inferior to the Association lien for Assessments as hereafter provided, regardless of when recorded.

11.3 Leasing; Leases. A Lot Owner may lease his/her Lot and the Unit thereon, provided that each lease term shall be for a minimum of thirty (30) days,

ARTICLE XII **PARTY WALL**

12.1 Subject to Declaration. It is hereby declared that any Party Wall, and any extensions of it, shall be subject to the covenants, restrictions and easements set forth in this Declaration.

12.2 Examination of Party Wall. Any Owner who purchases a Unit with a Party Wall acknowledges that they have physically examined the Party Wall prior to closing on the purchase of the Unit and it is mutually agreed that both owners of the Party Wall (hereinafter referred to as the "co-owner") waive any and all claims, damages, demands, actions, proceedings, rights or remedies that each may have as against the other arising out of or relating to the Party Wall, including the construction of chimneys and flues therein already constructed as of the date of closing of the purchase of the Unit.

12.3 Duty to Repair or Rebuild. In the event of damage or destruction of the Party Wall from any causes, other than the negligence of either party, the then co-owners shall, at joint and equal expense, repair or rebuild the Party Wall on the same spot and on the same line, and be of the same size, and of the same or similar material and of like quality with the present wall, and each co-owner, his heirs, successors, and assigns shall have the right to the use of the Party Wall so repaired or rebuilt. The parties agree that repairs and reconstruction of the Party Wall shall be undertaken if a condition exists which may result in damage or injury to any person or property if repair or reconstruction work is not undertaken. Either co-owner, upon discovering the possibility of damage or destruction, shall notify the other of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction. The other co-owner shall then have twenty (20) days from the receipt of the notice either to object to the repairs or reconstruction or to pay the co-owner's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property) the other co-owner shall then have five (5) days from the receipt of the notice, which notice shall state that an emergency exists, either to object to the repairs or reconstruction or to pay the co-owner's share of the cost of the work.

A. If either co-owner's negligence shall cause damage to or destruction of the Party Wall, the negligent co-owner shall bear the entire cost of repair or reconstruction.

B. If either co-owner shall neglect or refuse to pay the co-owner's share, or all of the cost in case of negligence, the other co-owner may have the wall repaired or restored and shall be entitled to have a mechanics' lien and lis pendens on the Unit of the co-owner failing to pay for the amount of such defaulting co-owner's share of the repair or replacement cost.

12.4 Establishment of Easement. Each co-owner and his respective successors, heirs, or assigns shall have any easement over that part of the Lot of the other co-owner on which the Party Wall is located, as may be necessary or desirable to carry out the terms of this Article.

A. Each co-owner and his respective successors, heirs, assigns, contractors, licensees, agents, and employees shall have an easement over that part of the Lot of the other co-owner necessary or desirable to repair, restore, or extend the Party Wall.

B. Each co-owner shall permit the other co-owner and the other co-owner's contractors, licensees, agents and employees to enter his property for the purpose of repairing or restoring the Party Wall and shall secure the permission of the tenants, if any, occupying the Unit for such entrance.

12.5 Notice. Any notice or report required under this Article shall be sent to a co-owner at the address of the co-owner, as indicated in the records of the Association, unless the address is changed by written notice to the other co-owner, in which event the new address given shall be used for the sending of the notice or report. In addition, any notice or report shall be sent by certified mail, properly addressed and postage pre-paid.

12.6 Insurance. Each Owner shall be required to obtain, and maintain, "All Risks" insurance for his respective Unit in an amount equal to one hundred percent (100%) of the full replacement value of their Unit, without deductions for depreciation. Each Owner shall not do or permit any act or thing to be done in or to a Party Wall contrary to law or which invalidates or is in conflict with the Owner's insurance policy.

12.7 Indemnification. Each co-owner agrees to indemnify and hold the other co-owner harmless against any liability or personal or property damage, when such liability or damage shall result from, arise out of, or is attributable to the acts of omissions of such co-owner.

12.8 Liability for Unpaid Expenses pertaining to Party Wall. Upon any transfer of title to a Unit, the selling co-owner ("Grantor") and the purchaser ("Grantee") of such Unit shall be jointly and severally liable for all unpaid amounts pertaining to the Party Wall accrued up to the date of the conveyance without prejudice to the rights of the Grantee but the Grantee shall be exclusively liable for those accruing after the conveyance.

12.9 Arbitration. The co-owners agree and consent that any controversy or difference arising between the co-owners with respect to any of the provisions of this Article shall be submitted to the decision of three arbitrators, one to be chosen by each co-owner and the third to be chosen by the two chosen by the co-owners. If a co-owner fails to choose an arbitrator within ten days after the first one is chosen, then two other arbitrators shall be chosen by the American Arbitration Association. If the two arbitrators chosen by the co-owners fail to choose a third arbitrator within ten days after they have been selected, then a third arbitrator shall be chosen by the American Arbitration Association. Each co-owner will pay the cost of its experts, evidence, and legal counsel, but the other expenses of the arbitration will be borne equally by the co-owners. The arbitration will be governed by the Commercial Rules of the American Arbitration Association then in effect. A decision of a majority of arbitrators shall be final and conclusive on the co-owners. Judgment upon any award of the arbitrators may be entered in any court of competent jurisdiction. Any co-owner may institute arbitration under this section upon 10 days' notice.

12.10 Use of Party Wall. Either co-owner shall have the right to use the side of the Party Wall facing the co-owner's Lot in any lawful manner, including attaching structural or finishing materials to it; however, a co-owner shall not create windows or doors in the Party Wall without the written consent of the other co-owner. Any consent

given to one of the co-owners to make openings in the Party Wall shall be subject to the right of the other co-owner to close up such openings at such times as that co-owner desires to use that part of the Party Wall.

ARTICLE XIII **UNIT ROOFS**

13.1 Subject to Declaration. Each Unit shares a common roof with one or more Units. It is hereby declared that the roof of each Unit shall be subject to the covenants, restrictions and easements set forth in this Declaration.

13.2 Duty to Repair. The Association shall be responsible for the maintenance, repairs and replacement of the roof of each Unit, and shall maintain appropriate hazard insurance to cover the costs of such repairs. The Association shall establish reserve accounts for the replacement of the roofs of the Units. Payments into the reserve accounts shall be made by the Owners as an Assessment. In the event of damage or destruction of the common roof from any causes, other than the negligence or willful act of any Owner, the Association shall repair or rebuild the common roof on the same line, and be of the same size, and of the same or similar material and of like quality with the current roof and each Owner, his heirs, successors and assigns shall have the right to use the common roof so repaired or rebuilt. The repairs and reconstruction of the common roof shall be undertaken whenever a condition exists which may result in damage or injury to any person or property. Any Owner, upon discovering the possibility of damage or destruction, shall notify the Association of the nature of the damage. If any Owner's negligence or willful act shall cause damage to or destruction of the common roof, the negligent Owner shall bear the entire cost of the repair or reconstruction. If any Owner shall neglect or refuse to pay the costs in the case of negligence or willful act, then the Association shall have the roof repaired or restored and shall be entitled to have a construction lien and lis pendens on the Unit of the Owner failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost.

13.3 Easement.

A. The Association, its contractors, licensees, agents and employees shall have an easement in that part of the Lot of the other co-owner(s) necessary or desirable to repair, restore or replace the roof of their Unit.

B. Each Lot Owner shall permit the Association, its contractors, licensees, agents and employees to enter his property for the purpose of repairing, restoring or replacing the roofs and shall secure the permission of the tenants, if any, occupying the property for such entrance.

13.4 Notice. Any notice or report required under this Article shall be sent to the Lot Owners at the address of the Lot Owner, as indicated in the records of the Association, unless the address is changed by written notice, in which event the new address given shall be used for the sending of the notice or report. In addition, any notice or report shall be sent by certified mail, properly addressed and postage pre-paid.

13.5 Insurance. Each Owner shall be required to obtain, and maintain, "All Risks" insurance for his respective Unit in an amount equal to one hundred percent (100%) of the full replacement value of their Unit, without deductions for depreciation. Each Owner shall not do or permit any act or thing to be done in or to the roof of their Unit contrary to law or which invalidates or is in conflict with the Owner's insurance policy.

13.6 Indemnification. Each co-owner agrees to indemnify and hold the other co-owner(s) harmless against any liability or personal or property damage, when such liability or damage shall result from, arise out of, or is attributable to the acts of omissions of such co-owner(s).

13.7 Liability for Unpaid Amounts for Repair or Replacement. Upon any transfer of title to a Unit, the selling co-owner ("Grantor") and the purchaser ("Grantee") of such Unit shall be jointly and severally liable for all unpaid amounts pertaining to the roof accrued up to the date of the conveyance without prejudice to the rights of the Grantee but the Grantee shall be exclusively liable for those accruing after the conveyance.

13.8 Arbitration. The co-owners agree and consent that any controversy or difference arising between the co-owners with respect to any of the provisions of this Article shall be submitted to the decision of arbitrators, one to be chosen by each co-owner and an additional arbitrator to be chosen by the arbitrators chosen by the co-owner(s). If a co-owner fails to choose an arbitrator within ten days after the first one is chosen, then any other required arbitrators shall be chosen by the American Arbitration Association. If the arbitrators chosen by the co-owners fail to choose the additional arbitrator(s) within ten days after they have been selected, then the additional arbitrator(s) shall be chosen by the American Arbitration Association. Each co-owner will pay the cost of its experts, evidence, and legal counsel, but the other expenses of the arbitration will be borne equally by the co-owners. The arbitration will be governed by the Commercial Rules of the American Arbitration Association then in effect. A decision of a majority of arbitrators shall be final and conclusive on the co-owners. Judgment upon any award of the arbitrators may be entered in any court of competent jurisdiction. Any co-owner may institute arbitration under this section upon 10 days' notice.

ARTICLE XIV **DISCLOSURES**

14.1 Mildew. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit, and/or the Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Declarant from any and liability resulting from same.

14.2 Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Areas, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. While the foregoing is intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Declarant does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner- or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed charges hereunder).

14.3 Warranty Disclosure. To the maximum extent lawful, Declarant hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Declarant has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Declarant that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit. The Unit Owner has not received nor relied on any warranties and/or representations from Declarant of any kind, other than as expressly provided herein. All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Declarant or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner,

including a tenant thereof. Buyer acknowledges and agrees that Seller does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light.

14.4 Unit Measurements. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Declarant's promotional materials or otherwise. Without limiting the generality of this Section, Declarant does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

ARTICLE XV **GENERAL PROVISIONS**

15.1 Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time, this Declaration shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change or terminate this Declaration in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Declarant, Association and Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of such conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that the Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

15.2 Eminent Domain Proceedings. Any awards for the taking of all or any part of the Association Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board of Directors. The balance of such awards, if any, shall be distributed to the Owners equally, in relation to the number of Lots owned by each.

15.3 Notices. Any notices required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the party to which the notice is directed. Notices sent to Owners shall be mailed to the address of such Owner as set forth in the records of the Association. Each Owner is responsible for notifying the Association of any address corrections or changes.

15.4 Savings Clause. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

15.5 Amendment of Declaration by Declarant. The Declarant reserves the right unilaterally to amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall, in its sole discretion, deem appropriate by preparing and recording amendments hereto. Provided, however, that this right of unilateral amendment shall expire upon turnover of control of the Association to Members other than Declarant. Declarant's rights shall include, without limitation, the right to amend this instrument at any time prior to turnover in order to correct any errors or omissions, or the dimensions of any Lots or Common Areas not previously conveyed, as long as any such amendment does not purport to limit or alter the rights afforded any Owners then holding title to Lots in the Properties, purport to change the dimensions of any Lot or Common Areas previously conveyed, or purport to restrict the integrity of the lien of any institutional lender who holds a mortgage on any previously conveyed Lot. Any amendment shall relate back to and become effective as of the date of recording of this

Declaration, and all Owners, by acceptance of their deed, agree to be bound not only by the terms and conditions of this Declaration, but all amendments hereto, regardless of when such amendments are made.

After turnover of control of the Association to Members other than the Declarant, this Declaration may be amended at any time upon the execution and recordation of an instrument evidencing the adoption of the amendment by Owners holding not less than two-thirds (2/3) of the voting interest of the membership.

15.6 Release or Addition of Property. Notwithstanding any of the provisions contained in this Declaration, Declarant, its successors or assigns, shall not be obligated to develop all of the Property submitted to this Declaration, and Declarant may, in its sole discretion, add to or release any of the property submitted in this Declaration from the terms and conditions hereof, except any properties conveyed to the Association or Owners, provided, however, that this unilateral right to release shall expire upon turnover of control of the Association to Members other than the Declarant. Such addition or release shall be made by the Declarant filing in the Public Records of Duval County an amendment to this Declaration providing for the addition or the release of the property from this Declaration. Such amendment shall include any provisions necessary to assure that the property being added to or released from this Declaration shall be entitled to use the roads, water, sewer, irrigation, telephone, cable television, water management and all other infrastructure serving Creekside at Timuquana, which the Declarant determines is necessary for the development of the property removed from the Declaration. Such amendment need only to be executed by the Declarant and shall not require the joinder or the consent of the Association or its members.

15.7 Declarant's and/or Builder's Sales Center; Security Gate. As long as the Declarant or Builder owns any portion of the Properties, (i) Declarant and/or Builder shall have the exclusive right to maintain a sales center, model homes or signs on the Properties, and (ii) Declarant and/or Builder shall have the right to cause any security or other gate(s) for the residential community to remain open during business hours.

15.8 Construction. Whenever the singular is used, it shall include the plural and the singular, and the use of any gender shall include all genders.

15.9 Effective Date of Declaration. This Declaration shall become effective upon its recording in the Public Records of Duval County, Florida.

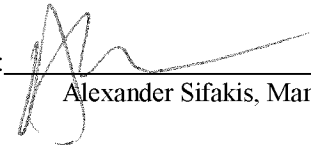
[Signatures on following page.]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as of this 17th day of September, 2020.

WITNESSES:

Hoose Homes and Investments, LLC, a Florida limited liability company


Printed Name: Adam Rigel

By: 
Alexander Sifakis, Manager


Printed Name: Katherine Derringer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of September, 2020, by Alexander Sifakis, as Manager of Hoose Homes and Investments, LLC, a Florida limited liability company, on behalf of the limited liability companies, ☒ who is personally known to me or ☐ who produced _____ as identification.




Notary Public
Printed Name: Katherine Derringer
My Commission Expires: 12/2/2021

EXHIBIT "A"

(Legal Description)

EXHIBIT "A"**LEGAL DESCRIPTION****PARCEL A**

PART OF GOVERNMENT LOT FIVE (5), SECTION SEVEN (7) TOWNSHIP THREE (3) SOUTH, RANGE TWENTY-SIX (26) EAST, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WESCONNETT BOULEVARD (FORMERLY OLD ORANGE PARK ROAD) WITH THE SOUTH LINE OF SAID SECTION SEVEN (7), AND RUNNING THENCE NORTH TEN (10) DEGREES FORTY (40) MINUTES TEN (10) SECONDS WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF WESCONNETT BOULEVARD, TWO HUNDRED SIXTEEN AND TWO TENTHS (216.2) FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF LANDS CONVEYED TO GILLIS RICHARDS BY DEED RECORDED IN DEED BOOK 1403, PAGE 343, THENCE NORTH EIGHTY (80) DEGREES TWENTY-FIVE (25) MINUTES FIFTY (50) SECONDS EAST ALONG THE SAID SOUTHERLY LINE OF LANDS DESCRIBED IN DEED BOOK 1403, PAGE 343, FIVE HUNDRED TWENTY-FIVE (525) FEET TO THE POINT OF BEGINNING, THENCE NORTH TEN (10) DEGREES FORTY (40) MINUTES TEN (10) SECONDS WEST, ONE HUNDRED FIFTY (150) FEET TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 1403, PAGE 343; THENCE NORTH EIGHTY (80) DEGREES TWENTY-FIVE (25) MINUTES FIFTY (50) SECONDS EAST ALONG THE SAID NORTHERLY LINE OF LANDS DESCRIBED IN DEED BOOK 1403, PAGE 343, SIX HUNDRED SIXTY-FOUR (664) FEET, MORE OR LESS, TO THE CENTER OF FISHING CREEK; THENCE SOUTHERLY ALONG THE SAID CENTER OF FISHING CREEK, ONE HUNDRED FIFTY (150) FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE SAID SOUTHERLY LINE OF LAND DESCRIBED IN DEED BOOK 1403, PAGE 343; THENCE SOUTH EIGHTY (80) DEGREES, TWENTY-FIVE (25) MINUTES FIFTY (50) SECONDS WEST ALONG THE SAID SOUTHERLY LINE OF LANDS DESCRIBED IN DEED BOOK 1403, PAGE 343, SIX HUNDRED EIGHTY-SEVEN (687) FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER WITH A PERPETUAL EASEMENT FOR INGRESS AND EGRESS TO AND FROM WESCONNETT BOULEVARD TO LANDS HEREIN CONVEYED OVER THE SOUTHERLY THIRTY (30) FEET OF THE WESTERLY FIVE HUNDRED TWENTY-FIVE (525) FEET OF THE LANDS DESCRIBED IN DEED TO GILLIS RICHARDS RECORDED IN DEED 1300K 1403, PAGE 343, BEING THE SAME LAND DESCRIBED IN THAT CERTAIN DEED FROM GILLIS RICHARDS, UNMARRIED, ALSO KNOWN AS GILLIS RICHARD, TO JAMES H. MILLEN AND NELLIE G. MILLEN, HIS WIFE, AS TENANTS BY THE ENTIRETIES, DATED February 10, 1953, RECORDED IN DEED BOOK 1600, PAGE 401, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PARCEL B

PART OF GOVERNMENT LOT FIVE (5), SECTION SEVEN (7), TOWNSHIP THREE (3) SOUTH, RANGE TWENTY-SIX (26) EAST, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WESCONNETT BOULEVARD (FORMERLY OLD ORANGE PARK ROAD) WITH THE SOUTH LINE OF SAID SECTION SEVEN (7), AND RUNNING THENCE NORTH TEN (10) DEGREES FORTY (40) MINUTES TEN (10) SECONDS WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF WESCONNETT BOULEVARD, TWO HUNDRED SIXTEEN AND TWO TENTHS (216.2) FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF LANDS CONVEYED TO GILLIS RICHARDS BY DEED RECORDED IN DEED BOOK 1403, PAGE 343, THENCE NORTH EIGHTY (80) DEGREES TWENTY-FIVE (25) MINUTES FIFTY (50) SECONDS EAST ALONG THE SAID SOUTHERLY LINE OF LANDS DESCRIBED IN DEED BOOK 1403, PAGE 343, FIVE HUNDRED TWENTY-FIVE (525) FEET TO THE POINT OF BEGINNING; THENCE SOUTH TEN (10) DEGREES FORTY (40) MINUTES TEN (10) SECONDS EAST, ONE HUNDRED FIFTY (150) FEET; THENCE NORTH EIGHTY (80) DEGREES TWENTY-FIVE (25) MINUTES FIFTY (50) SECONDS EAST, SIX HUNDRED FIVE (605) FEET, MORE OR LESS, TO THE CENTER OF FISHING CREEK; THENCE NORTHERLY ALONG SAID CENTER OF FISHING CREEK TO

ITS INTERSECTION WITH THE SAID SOUTHERLY LINE OF LANDS DESCRIBED IN DEED BOOK 1403, PAGE 343, THENCE SOUTH EIGHTY (80) DEGREES TWENTY-FIVE (25) MINUTES FIFTY (50) SECONDS WEST ALONG THE SAID SOUTHERLY LINE OF LANDS DESCRIBED IN DEED BOOK 1403, PAGE 343, SIX HUNDRED EIGHTY-SEVEN (687) FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH AND INCLUDING THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 1600, PAGE 401, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND ALSO THE UTILITY EASEMENTS RECORDED IN OR BOOKS 13297 PAGE 989, AND 13332, PAGE 217, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PARCEL C

A PART OF GOVERNMENT LOT 5, SECTION 7, TOWNSHIP 3 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA; BEING A PART THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5604, PAGE 1801 OF THE PUBLIC RECORDS OF DUVAL COUNTY; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF WESCONNETT BOULEVARD, AS NOW ESTABLISHED, WITH THE SOUTH LINE OF AFORESAID GOVERNMENT LOT 5; THENCE RUN NORTH 89 DEGREES 47 MINUTES 54 SECONDS EAST, ALONG THE SOUTH TINE OF AFORESAID GOVERNMENT LOT 5, A DISTANCE OF 336.52 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5604, PAGE 1801; THENCE NORTH 10 DEGREES 40 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 32.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 10 DEGREES 40 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 238.72 FEET TO THE NORTHWEST CORNER OF SAID LANDS, THENCE NORTH 80 DEGREES 25 MINUTES 5 SECONDS EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 24.28 FEET; THENCE SOUTH 10 DEGREES 40 MINUTES 10 SECONDS EAST DEPARTING SAID NORTH LINE, A DISTANCE OF 37.72 FEET; THENCE NORTH 80 DEGREES 25 MINUTES 30 SECONDS EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 10 DEGREES 40 MINUTES 10 SECONDS WEST, A DISTANCE OF 37.72 FEET TO THE NORTH LINE OF AFORESAID LANDS; THENCE NORTH 80 DEGREES 25 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 106.10 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 10 DEGREES 40 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 291.85 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF TIMUQUANA ROAD, A 104 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE WESTERLY 202.26 FEET ALONG SAID NORTH RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1689.00 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 51 MINUTES 41 SECONDS A CHORD BEARING NORTH 84 DEGREES 20 MINUTES 27 SECONDS WEST AND A CHORD DISTANCE OF 202.15 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING.

EXHIBIT "B"

(Articles of Incorporation)

**ARTICLES OF INCORPORATION
OF
CREEKSIDE AT TIMUQUANA HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

ARTICLE I: NAME

The name of the corporation shall be Creekside at Timuquana Homeowners Association, Inc. For convenience, the corporation is referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE II: PURPOSE

The Association is organized to provide an entity pursuant to Florida's Homeowners' Association Act (Chapter 720, Florida Statutes, or the "Act") as it exists on the date of these Articles to enforce the Declaration of Covenants, Conditions and Restrictions of Creekside at Timuquana (the "Declaration"), to maintain and administer the Common Areas (as defined in the Declaration), and to promote the health, safety, and welfare of the residents subject to the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose..

ARTICLE III: DEFINITIONS

The terms used in these Articles have the same definitions and meaning as those set forth in the Declaration to be recorded in the Public Records of Duval County, Florida, unless otherwise provided in these Articles, or unless the context otherwise requires.

ARTICLE IV: POWERS

The powers of the Association will include and be governed by the following:

IV.1. General. The Association will have all the common-law and statutory powers of a corporation not for profit and a corporation for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.

IV.2. Enumeration. The Association will have the powers and duties set forth in the Act, and except as limited by the Act, those powers and duties set forth in these Articles, the Bylaws, and the Declaration and all the powers and duties reasonably necessary to enforce the Declaration and maintain and administer the Common Areas pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time-to-time, including, but not limited to, the following:

(a) To perform all of the duties and obligations of the Association as set forth in the Declaration.

(b) To make and collect Assessments and other charges against members as Lot Owners, and to use the proceeds from the Assessments and other charges in the exercise of its powers and duties.

(c) To borrow money and buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(d) To maintain, repair, replace, reconstruct, add to and operate the Common Areas, other property acquired or leased by the Association, and the Storm Water Management Systems.

(e) To purchase insurance upon the Common Areas and insurance for the protection of the Association, its officers, directors and Lot Owners.

(f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Lots and the Common Areas and for the health, comfort, safety and welfare of the Lot Owners.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Common Areas;

(h) To contract for the management and maintenance of the Common Areas and the Storm Water Management Systems and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of Records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds that will be made available by the Association for those purposes. The Association and its officers will, however, retain at all times the powers and duties granted by the Act, including but not limited to the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(i) To have and exercise all powers, rights and privileges that a corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

IV.3. Common Areas. All funds and the title to all properties acquired by the Association and their proceeds will be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

IV.4. Distribution of Income; Dissolution. The Association will make no distribution of income to its members, directors, or officers. Upon dissolution, all assets of the Association will be transferred only to another nonprofit corporation or a public agency or as otherwise authorized by Florida statute.

ARTICLE V: MEMBERS

V.1. Membership. The members of the Association will consist of every person or entity who is a record fee simple Owner of a Lot from time-to-time, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member.

V.2. Assignment. The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to the Lot for which that share is held.

V.3. Voting. On all matters on which the membership will be entitled to vote, there will be only one vote for each Lot, which vote must be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Lot will be entitled to one vote for each Lot owned.

V.4. Meeting. The Bylaws will provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting.

ARTICLE VI: TERM OF EXISTENCE

The Association will have perpetual existence.

ARTICLE VII: OFFICERS AND DIRECTORS

VII.1 Officers. The affairs of the Association will be administered by the officers holding the offices designated in the Bylaws. The officers will be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association. The officers will serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for the filling of vacancies, and for the duties and qualifications of the officers.

VII.2 Directors.

(a) Numbers and Qualification of Directors. The property, business, and affairs of the Association will be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws but which will consist of not less than three (3) directors.

(b) Duties and Powers. Directors of the Association will be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws.

(c) Election Removal. All the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws will be exercised exclusively by the Board of Directors and its agents, contractors, or employees, subject only to approval by Lot Owners when approval is specifically required.

(d) Term of Developers. All the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws will be exercised exclusively by the Board of Directors and its agents, contractors, or employees, subject only to approval by Lot Owners when approval is specifically required.

VII.3 First Officers and Directors. The names and addresses of the initial officer(s) and directors are:

Title: P
 Alex Sifakis
 7563 Philips Highway
 Bldg 100
 Jacksonville, FL 32256

Title: VP
 Adam Eiseman
 7563 Philips Highway
 Bldg 100
 Jacksonville, FL 32256

Title: S/T
 Adam Rigel
 7563 Philips Highway
 Bldg 100
 Jacksonville, FL 32256

ARTICLE VIII: INDEMNIFICATION

VIII.1 Indemnity. The Association will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, employee, officer, or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit

or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

VIII.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section VIII.1 above, or in defense of any claim, issue or matter therein, he or she be indemnified against expenses (including attorney's fees and appellate attorney's fees) that he or she actually and reasonably incurred in connection therewith.

VIII.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding will be paid by the Association in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee, or agent to repay such amount unless it will ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article VIII.

VIII.4 Miscellaneous. The indemnification provided by this Article will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members, or otherwise. The indemnification provided by this Article will continue as to a person who has ceased to be a director, officer, employee, or agent and will inure to the benefit of the heirs and personal representatives of that person.

VIII.5 Insurance. The Association will have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

VIII.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article VIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE IX: BYLAWS

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE X: AMENDMENTS

Amendments to these Articles will be proposed and adopted in the following manner:

X.1 Notice. Notice of a proposed amendment will be included in the notice of any meeting at which the proposed amendment is to be considered and will be otherwise given in the time and manner provided in Chapter 617 of the Florida Statutes. Such notice will contain the proposed amendment or a summary of the changes to be affected thereby.

X.2 Adoption. Amendments will be proposed and adopted in the manner provided in Chapter 617 of the Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

X.3 Limitation. No amendment may make any changes in the qualifications for membership, nor in the voting rights or property rights of members without the approval in writing of all members and the joinder of all record owners of mortgages upon Lots. No amendment may be made that is in conflict with the Act, the Declaration or the Bylaws, nor may any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer joins in the execution of the amendment. No amendment to this paragraph X.3 will be effective.

X.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

X.5 Recording. A copy of each amendment must be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State must be recorded in the Public Records of Duval County, Florida.

ARTICLE XI: INITIAL PRINCIPAL OFFICE

The initial principal place of business address of the Association is:

7563 Philips Highway
Bldg 100
Jacksonville, FL 32256

The initial mailing address of the Association is:

7563 Philips Highway
Bldg 100
Jacksonville, FL 32256

ARTICLE XII: INITIAL REGISTERED OFFICE AND AGENT

The name and Florida street address of the registered agent of the Association is:

Balch & Bingham LLP
1 Independent Drive
Suite 1800
Jacksonville, FL 32202

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in these Articles of Incorporation, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

/s/ Patrick Krechowski
Required Signature/Registered Agent

9/17/2020
Date

ARTICLE XIII: INCORPORATOR

The name and street address of the Association's incorporator is:

Hoose Homes and Investments, LLC
7563 Philips Highway
Bldg 100
Jacksonville, FL 32256

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S. I acknowledge that I have read the above "Notice of Annual Report" statement and understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

/s/ Alex Sifakis
Required Signature/Incorporator

9/17/2020
Date

ARTICLE XIV: EFFECTIVE DATE AND TIME

The effective date and time of these Articles of Incorporation shall be the date and time that these Articles of Incorporation are filed with Florida Department of State, Division of Corporations.

EXHIBIT "C"

(Bylaws)

BY-LAWS OF CREEKSIDE AT TIMUQUANA HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
IDENTITY

1.1 Name. The name of this corporation is Creekside at Timuquana Homeowners Association, Inc. ("Association").

1.2 Address. The address of the initial principal office of the Association is 7563 Philips Hwy, Suite 208, Jacksonville, FL 32256.

ARTICLE II
DEFINITIONS

All undefined terms appearing in initial capital letters herein shall have the meaning ascribed to them in that certain Declaration of Covenants, Conditions and Restrictions for Creekside at Timuquana (the "Declaration"), as it may be amended from time to time.

ARTICLE III
DIRECTORS AND OFFICERS

3.1 Number of Directors. The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) individuals, who shall be appointed by Hoose Homes and Investments, LLC, a Florida limited liability company (the "Developer"), until Turnover of Control. Directors must be Members.

3.2 Term. Each Director shall hold office for a term of one (1) year.

3.3 Meetings of the Board. The Board shall meet at such times and places as may be called by the President or a majority of the Board. Notice of meetings shall be posted in a conspicuous place in the community at least forty-eight (48) hours prior to the meeting, except in an emergency. In the alternative, notice of the meeting may be mailed to all Members at least seven (7) days prior to the meeting, except in an emergency.

3.4 Open Meetings. Meetings of the Board shall be open to Members, but Members shall not be entitled to participate at such meetings.

3.5 Action by Board without Meeting. Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting, if authorized in writing signed by all of the Directors who would be entitled to vote upon said action at a meeting and filed with the Secretary of the Association.

3.6 Quorum. A majority of the Directors shall constitute a quorum to transact business of the Board, and an act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board.

3.7 Compensation. No Director shall receive or be entitled to any compensation for his services as Director, but shall be entitled to reimbursement for all expenses incurred by him as such, if incurred upon the authorization of the Board.

3.8 Election of Board. Subsequent to Turnover of Control:

A. Prior to each annual meeting of the Members, and unless prohibited by law, the Board may appoint a Nominating Committee consisting of three (3) individuals, using such procedures as the Board may establish. The Nominating Committee shall nominate one (1) person for each vacancy to be filled at that annual meeting. Other nominations may be made from the floor.

B. All elections to the Board (except with respect to any Director(s) appointed by the Developer, in which case the Developer simply notifies the Board of the name of the individual it appoints) shall be by written ballot (unless dispensed with by unanimous consent). The ballots shall contain the names of the nominees named by the Nominating Committee, blanks for write-in candidates, and nominations from the floor. The Secretary shall provide ballots to each Lot Owner at the Annual Meeting.

C. Each Lot Owner shall be entitled to cast one (1) vote per Lot for each vacancy to be filled. No mail-in ballots shall be allowed.

D. The organizational meeting of the newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Board at the meeting at which they were elected.

3.9 Enumeration of Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, and such other officers as the Board may appoint. The positions of Secretary and Treasurer may be held by one individual or by separate individuals. Officers other than those appointed by the Developer controlled Board must be Lot Owners in the Neighborhood.

3.10 Term of Officers. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year. Officers appointed at the first meeting of the Board shall hold office until their successors shall have been appointed and shall qualify.

3.11 Resignation. Any Director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt of such resignation by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

3.12 Vacancies. When a vacancy occurs on the Board, the vacancy shall be filled by action of the Board until a successor director is elected at the next annual meeting, except if said vacancy pertains to a Director appointed by the Developer, then the Developer shall designate said replacement Director. When a vacancy occurs in an office for any reason, the office shall be filled by the Board at its next meeting by appointing a person to serve.

3.13 Removal of Directors. After Turnover of Control, any Director selected by the Members may be removed with or without cause by a majority of the total voting interests in the Association.

3.14 Removal of Officers. Any officer of the Association may be removed by the Board at any time, with or without cause.

ARTICLE IV ASSOCIATION MEMBERSHIP

4.1 Qualification. Members of the Association shall be all Lot Owners.

4.2 Use of Common Areas. Members and their immediate family who reside in Creekside at Timuquana, and Guests, shall have a license to use the Common Areas subject to such Rules and Regulations as may be established by the Board.

4.3 Voting Rights. The Members of the Association shall be entitled to one (1) vote for each Lot owned by them. The total votes shall not exceed the total number of Lots. The vote of a Lot shall not be divisible. If a Lot is owned by one natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's primary occupant, as defined in the Declaration.

4.4 Suspension of a Member. The Board may suspend a Member's use and access to the Common Areas during any period during which any Assessment remains delinquent, or during the period of any continuing violation

by a Member of the provisions of the Declaration, or a period to be determined by the Board, for repeated violations of the Declaration, By-Laws or Rules and Regulations of the Association. However, under no circumstances shall a Member be prevented access to his Lot or residence. For purposes of this paragraph, a violation by a tenant or Guest of a Member shall be considered a violation by such Member.

4.5 Termination of Membership. When a Member ceases to be an Owner, such person's member ship shall terminate. However, the termination of membership in the Association does not relieve or release any former Member from any liability or obligation incurred under or in any way connected with the Association during the period of his membership. Termination of a membership does not impair any rights or remedies which the Association may have against such Member arising out of, or in any way connected with, such ownership of a Lot and the covenants and obligations incident thereto

ARTICLE V MEMBER MEETINGS

5.1 Annual Meeting. The annual meeting of the Members for the election of Directors and the transaction of whatever other business may properly come before the Members shall be held as outlined below.

5.2 Notice. Notice of the annual meeting shall be mailed, postage prepaid, not less than ten (10) days and not more than sixty (60) days prior to the date of the annual meeting and shall state the purpose, time and location of the meeting. Such notice shall be addressed to each Lot Owner at the address of the Owner as set forth in the Association's books and record .

5.3 Special Meetings. Special meetings of the Members may be called for any purpose at any time by a majority of the Board, or by the written petition of fifty percent (50%) or more of the total voting interests, setting forth the purpose of the special meeting. Notice of such special meeting shall be in the same form and mailed in the same manner as for the annual meeting.

5.4 Quorum. Thirty percent (30%) of the total vote that could be cast at any annual or special meeting, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. After a quorum has been established at a meeting of the Members, the subsequent withdrawal of Members, which reduces the number of votes at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. A majority of the votes cast shall decide each matter submitted to the Members at a meeting, except in cases where a larger vote is specifically required.

5.5 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- A. Call of the roll and certification of quorum;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes and disposal of any unapproved minutes;
- D. Reports of Officers;
- E. Reports of Committees;
- F. Election of Directors;
- G. Old Business;
- H. New Business;
- I. Hurricane Education Seminar (if applicable) and Updated Documents; and
- J. Adjournment.

5.6 Action by Members without Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Members entitled to vote having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the Members entitled to vote, whichever is greater. Upon receiving the required number of written consents, the Board shall take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of the Members' rights to call a special meeting of the Association Members as elsewhere provided in these By-Laws.

ARTICLE VI POWERS

6.1 Sources of Power. The Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation of the Association and these By-Laws, all of which shall be exercised by the Board, unless the exercise thereof is otherwise restricted in the Declaration, the Articles of Incorporation, these By-Laws or by law.

6.2 Enumeration of Powers. The powers of the Association shall include, but not be limited to, the following:

- A. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation;
- B. The power to adopt a corporate seal for the Association;
- C. The power to levy and collect Assessments against Owners, as provided for in the Declaration and these By-Laws;
- D. The power to expend monies collected for the purpose of paying the common expenses of the Association;
- E. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Association Property and Common Areas;
- F. The power to employ the personnel required for the maintenance and operation of the Association, the Association Property and the Common Areas;
- G. The power to pay utility bills for utilities serving the Association Property and Common Area;
- H. The power to contract for the management of the Association;
- I. The power to make reasonable rules and regulations and to amend them from time to time;
- J. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration, and the rules and regulations promulgated by the Association;
- K. The power to enforce by any legal means the provisions of the Declaration, including, without limitation, the architectural and use restrictions contained therein;
- L. The power to control and regulate the use of the Association Property and Common Areas by the Lot Owners;

M. The power to select depositories for the Association's funds and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed; and

N. The power to enter into a long-term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Association Property and Common Areas.

O. The power to own and convey Property.

P. The power to operate and perform routine custodial maintenance of the stormwater management system as exempted or permitted by the agency, including all lakes, retention areas, culverts, and related appurtenances.

Q. The power to require all owners of real property or units are members of the association.

R. The power to demonstrate that the land on which the stormwater management system is located is owned or otherwise controlled by the corporation or Association to the extent necessary to operate and maintain the system or convey operation and maintenance to another entity.

ARTICLE VII DUTIES OF OFFICERS

7.1 President. The President shall be chief executive officer of the Association and shall perform all duties normally required of the President of a non-profit corporation.

7.2 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence and such other duties as the Board may, from time to time, determine.

7.3 Secretary. The Secretary shall perform the following duties:

- A. Attend all meetings of the Board and keep the records and minutes of the proceedings;
- B. Keep such membership records as required, prepare and serve notice of meetings of members and attend to all correspondence on behalf of the Association, or cause these things to be done; and
- C. All other duties as the Board may, from time to time, determine.

7.4 Treasurer. The Treasurer shall perform the following duties:

- A. Attend all meetings of the Board;
 - B. Have custody of the funds of the Association;
 - C. Collect monies due the Association, including Assessments;
 - D. Keep or supervise the keeping of accounts of all financial transactions of the Association and books belonging to the Association, and deliver such books to his successor;
 - E. Prepare the annual budget for the Association and present it to the Board for its consideration;
- and
- F. Any other duties as the Board may, from time to time, determine.

ARTICLE VIII
FISCAL MANAGEMENT

8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

8.2 Records. The Association shall maintain accounting records according to generally accepted accounting principles that shall be open to inspection by Member s at the Association' s offices during reasonable times, as set by the Board. A register for the names of all Institutional Mortgagees who have notified the Association of their liens, and to which lienholders the Association will give notice of default in payment of Assessments, if required, shall also be maintained.

8.3 Budget. The Board shall adopt a budget for the next fiscal year that shall include the estimated revenues and expenses for that year and the estimated surplus or deficit for the current year.

8.4 Financial Management. The receipts and disbursements of the Association may be credited and charged to accounts as the Board may determine, in accordance with generally accepted accounting principles.

ARTICLE IX
ASSESSMENTS

9.1 Monthly Assessments. The Association shall have the power and authority to levy and collect monthly Assessments for purposes of operating the Association, as more particularly set forth in the Declaration.

9.2 Determination of Monthly Assessment. Prior to the beginning of each fiscal year, the Board shall establish the amount of the monthly Assessment for each month necessary to fund the budget as approved by the Board.

9.3 Special Assessments. The Association shall have the power and authority to levy and collect Special Assessments for payment of unexpected expenses, as more particularly set forth in the Declaration.

9.4 Specific Assessments. The Association shall have the power and authority to levy and collect Specific Assessments for payment of unexpected expenses, as more particularly set forth in the Declaration.

9.5 Collection of Assessments. The Association shall bill and collect all Assessments pursuant to the terms and conditions set forth in the Declaration.

9.6 Unconditional Obligation of Owner. Suspension of a Member by the Board shall not relieve a Member from the obligation to pay any Assessment as it becomes due. In addition, no Member may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas, or by abandonment or otherwise.

ARTICLE X
MISCELLANEOUS

10.1 Amendment. These By-Laws may be amended in the following manner:

A. Prior to Turnover of Control, the Developer shall have the unilateral right to amend these By-Laws.

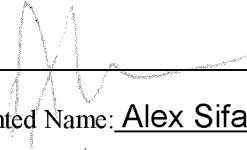
B. After Turnover of Control, these By-Laws may be amended, altered or repealed by a majority vote of the voting interests in the Association.

10.2 Conflicts. In the event of a conflict between these By-Laws and the Articles of Incorporation or Declaration, the Articles of Incorporation or Declaration shall control.

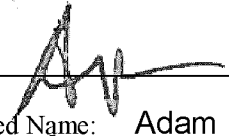
10.3 Seal. The Association may have a seal in a circular form, having within its circumference the word Creekside at Timuquana Homeowners Association, Inc., a Florida corporation, not-for-profit.

10.4 Turnover. Upon Turnover of Control, which shall occur at the time set forth in the Declaration, the Developer shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by the Developer.

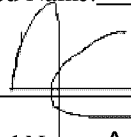
IN WITNESS WHEREOF, we, being all of the Directors of Creekside at Timuquana Homeowners Association, Inc., a Florida corporation, not for profit, have hereunto set our hands this 17th day of September 2020.



Printed Name: Alex Sifakis



Printed Name: Adam Rigel



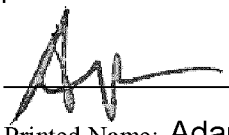
Printed Name: Adam Eiseman

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

That I am the duly elected and acting Secretary of Creekside at Timuquana Homeowners Association, Inc., a Florida corporation, not-for-profit, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 17th day of September, 2020



Printed Name: Adam Rigel

EXHIBIT "D"

(Landscape Easement)

