

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

This First Amendment is made by HOOSE HOMES AND INVESTMENTS, LLC ("Declarant") and CREEKSIDE AT TIMUQUANA HOMEOWNERS ASSOCIATION, INC. ("Association") on the date indicated herein as the execution date of this amendment.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Duval, State of Florida, which is more particularly described in the attached Exhibit "A", and

WHEREAS, Declarant previously caused to be recorded in the Public Records of Duval County those certain Declarations of Covenants, Conditions, and Restrictions recorded in Official Record Book 19376, Page 64, Public Records of Duval County, Florida, and

WHEREAS, Declarant desires to amend such Declaration of Covenants, Conditions, and Restrictions as indicated herein below, previously recorded in Official Records Book 19376, Page 64, Public Records of Volusia County, Florida as well as this First Amendment to Declarations of Covenants, Conditions and Restrictions.

NOW THEREFORE, Declarant hereby declares that the Units and Properties described in the attached Exhibit "A" shall be held, sold, and conveyed subject to the following additional easements, restrictions, covenants, 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 described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner:

ARTICLE 1, Section 1.8 Common Areas is amended by adding the following paragraph:

The Common Areas shall also include the concrete block bulkhead located along the creek side of the Property, the concrete block retaining wall around the retention pond and the concrete block wall near the entrance. These walls shall be referred to as the Concrete Block Walls as it relates to the Association's obligation to maintain the same.

ARTICLE 4, Section 4.6 Maintenance is deleted in its entirety and the following is substituted in place thereof:

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 begin 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, law 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 Association shall be responsible for the structural maintenance of the Concrete Block Walls located throughout the Property. 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.

ARTICLE V, Section 5.1 Duties of the Association is amended by adding the additional sentence at the end of the current paragraph:

The Association shall be responsible for the maintenance of the concrete block walls throughout the Property. The scope of the Association's maintenance of the Concrete Block Wall shall be limited to structural repairs, when needed, as determined by the Association.

ARTICLE IX, Section 9.1 Access and Repair is amended by adding the additional paragraph as follows:

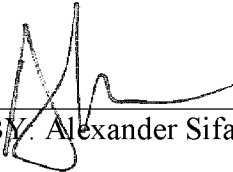
This easement shall extend to and include the Association's ability to access all of the Concrete Block Walls to discharge its duties to maintain said walls in a manner consistent with the Association's obligation to maintain and repair the same, if and when needed, as determined by the Association.

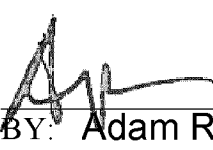
[Signatures on Following Page]

IN WITNESSETH THEREOF, the Declarant, HOOSE HOMES AND INVESTMENTS, LLC, a Florida limited liability company have hereunto set their hands and seals, this 23rd day of March, 2021.

HOOSE HOMES AND INVESTMENTS, LLC,
a Florida limited liability company

WITNESSES


BY: Alexander Sifakis, Manager

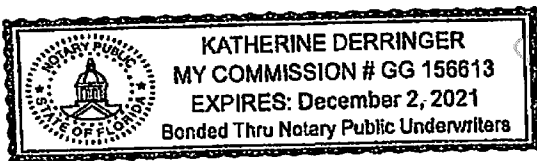

BY: Adam Rigel

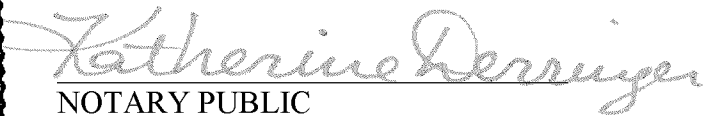

BY: Katherine Derringer

**STATE OF FLORIDA
COUNTY OF DUVAL**

I HEREBY CERTIFY that on this day, before me, personally appeared Alexander Sifakis, X who is personally known to me or ___ who has produced his Florida Driver's license as identification, and who acknowledged before me the execution of the foregoing instrument.

WITNESS my hand and Official Seal in the aforesaid State and County, this 23rd day of March, 2021.




NOTARY PUBLIC