

CORRECTED 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 Duval County, Florida as well as this First Amendment to Declarations of Covenants, Conditions and Restrictions, and

WHEREAS, Declarant previously caused to be recorded in the Public Records of Duval County its First Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 19657, Page 207, Public Records of Duval County, Florida, and

WHEREAS, Declarant desires to correct its First Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 19657, Page 207, Public Records of Duval County, Florida, to include the legal description as Exhibit "A" and to correct a typographical error which referenced the subject property as being located in Volusia County, Florida to correctly state it is located in Duval County, Florida.

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.

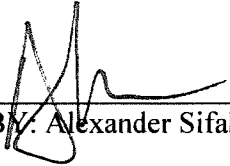
ARTICLE IX, Section 9.1 Access and Repair is amended by adding the additional paragraph as follows:

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, WITNESSES
a Florida limited liability company


BY: Alexander Sifakis, Manager

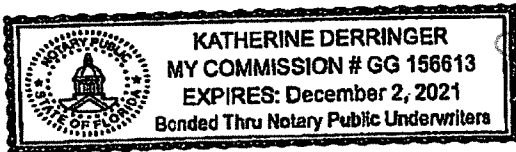

BY: Adam Rigel


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

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.