

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

This Second 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 previously caused to be recorded in the Public Records of Duval County that certain First Amendment to Declarations of Covenants, Conditions and Restrictions recorded in Official Record Book 19657, Page 207, Public Records of Duval County, Florida, and

WHEREAS, Declarant previously caused to be recorded in the Public Records of Duval County that certain Corrected First Amendment to Declarations of Covenants, Conditions and Restrictions recorded in Official Record Book 19706, Page 840, 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 Second 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 4, Section 4.3.B.7. is deleted in its entirety.

ARTICLE 4, Section 4.3.E. is amended to the following paragraph:

Property insurance, including flood and fire insurance covering the full insurable replacement value of the Common Areas only.

ARTICLE 13, Section 13.2 Duty to Repair. is amended to the following paragraph:

The Association shall be responsible for the maintenance, repairs and replacement of the roof of each Unit. Each Owner shall obtain an Owner's insurance policy pursuant to Section 13.5. The Association shall establish reserve accounts for the replacement of the roofs of the Units. Payments into the reserve accounts shall be made by 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 an 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. An Owner, upon discovering the possibility of damage or destruction, shall notify the Association of the nature of the damage. If an 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, 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 costs.

ARTICLE 13, Section 13.5 Insurance, is amended to the following paragraph:

Each Owner shall be required to obtain and maintain a Homeowners Policy Special Form 3 ("HO3") for its respective Unit in an amount equal to one hundred percent (100%) of the full replacement value of its respective Unit, without deductions for depreciation. Each Owner shall provide the Association with proof of insurance in the form of a copy of the Owner's policy declarations page or similar such document. 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 required Owner's insurance policy or these Declarations. Condominium and/or "HO6" insurance policies shall not satisfy the requirements of this Section.

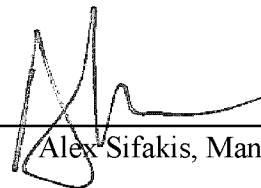
[Signatures on Following Page]

IN WITNESSETH THEREOF, the Declarant, HOOSE HOMES AND INVESTMENTS, LLC, a Florida limited liability company have hereunto set their hands and seals, this 21st day of June _____, 2021.

WITNESSES:

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

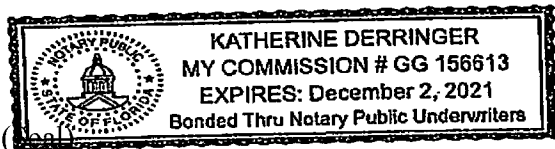

Printed Name: Adam Rigel

By: 
Alex 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 21st day of June, 2021, by Alex 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 n/a as identification.




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

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.