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**AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR CREEKSIDE**

(Substantial rewording of Declaration. See current Declaration for present text)

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR CREEKSIDE** is made this 27th day of March, 2023, by
Creekside Homeowners' Association of Jacksonville, Inc., a Florida not-for-profit corporation
("Association").

WHEREAS, Mitchell R. Montgomery ("Developer"), recorded that certain Declaration of
Covenants and Restrictions for Creekside, on April 1, 1994, in Official Records Book 7821, Pages
268-284, of the Public Records of Duval County, Florida, subjecting all the real property more
particular described in Exhibit A to the covenants, conditions, restrictions, easements, charges and
liens set forth in said declaration, as amended by that certain First Amendment to Declaration of
Covenants and Restrictions for Creekside, recorded in Official Records Book 7853, Pages 491-
493, of the Public Records of Duval County, Florida, and that certain Second Amendment to
Declaration of Covenants and Restrictions for Creekside, recorded in Official Records Book 7896,
Pages 1029-1031, of the Public Records of Duval County, Florida ("Original Declaration"); and

WHEREAS, the Association's membership desires to substantially amend and restate the
Original Declaration; and

WHEREAS, pursuant to Article IX, Section 5(c) of the Original Declaration, this
Amended and Restated Declaration of Covenants and Restrictions for Creekside was approved by
at least two-thirds (2/3) of the Lots at a duly called meeting of the membership held on
March 27, 2023; and

WHEREAS, pursuant to Section 712.05(2)(b) of the Florida Statutes (2022), this
Amended and Restated Declaration of Covenants and Restrictions for Creekside serves as a notice
of preservation to protect the covenants and restrictions contained in the Original Declaration and
any amendments thereto from extinguishment under the Marketable Record Title Act.

NOW THEREFORE, Creekside Homeowners' Association of Jacksonville, Inc., hereby
amends and restates the Declaration of Covenants and Restrictions for Creekside for the purpose
of integrating all of the provisions of the declaration, together with previously recorded
amendments and recently adopted amendments, and resubmits the lands described herein to the
terms, covenants, conditions, easements, and restrictions hereof, which shall be covenants running
with the Property and binding on all existing and future owners and all others having an interest in
the lands or occupying or using the property.

ARTICLE I
DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in the
Declaration:

- (a) "Association" shall mean and refer to Creekside Homeowners' Association of Jacksonville, Inc., a Florida not-for-profit corporation, its successors and assigns.
- (b) "Association Articles and Bylaws" shall mean and refer to the Articles of Incorporation and the Bylaws of the Association.
- (c) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.
- (d) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(e) "Charges" shall mean and include all General, Special and Lot Assessments.

(f) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the Owners and including, without limitation, any property conveyed to the Association and the entrance median and signage located thereon.

(g) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants and Restrictions.

(h) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article V entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

(i) "Guest" shall mean and refer to a social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.

(j) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.

(k) "Lot" shall mean and refer to any plot of land intended as a site for a house, whether or not the same as then shown upon any duly recorded subdivision plat of the Property. In the event that a plat of the Property is recorded, "Lot" shall mean and refer to any plot of land designated as a Lot on said plat. In the event that an Owner owns a Lot and a portion of another Lot or owns two or more Lots which are incorporated into a single building plot on which one dwelling unit is constructed, such combined Lot(s) shall be deemed a "Lot" for the purposes set forth herein, so long as it is used for a single dwelling unit.

(l) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

(m) "Surface Water Drainage System" shall mean and refer to storm and surface water management facilities designed for the collection of storm and surface water draining from the Property or any portion thereof, and for the storage, or conveyance of said waters, or any other water management capabilities. The term shall include, without limiting the generality of the foregoing, the following: (1) the detention/ retention Lakes and ponds and other improvements which constitute the system, (2) drainage facilities appurtenant to said basins, (3) all Lakes, littoral areas, swales, underdrains, culverts, and filtration systems serving the Property, (4) any easements and right-of-ways which are necessary for drainage, ingress and egress, in order to properly operate and maintain the system, and (5) any other properties hereafter acquired by the Association which are necessary in connection with the operation and maintenance of the system. "Surface Water or Stormwater Management System" means a system 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 from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

(n) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles.

(o) "Mortgage" shall mean any bona fide first mortgage encumbering a Lot as security for the performance of an obligation.

(p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to or life estate in any Lot. Owners include those having an interest merely as security for the performance of an obligation.

(q) "Property" shall mean and refer to that certain real property described in Exhibit "A."

(r) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article V hereof.

(s) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II **OWNERSHIP AND MEMBERSHIP**

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

Section 2. Voting Rights. Members shall be all owners. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they determine by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. In the event that a Member owns more than one Lot which is combined into a single building plot and one single family dwelling is constructed thereupon, then the Owner shall have one (1) vote per combined Lot.

ARTICLE III **OWNER'S RIGHTS**

Section 1. Title to Common Areas and Owner's Easements of Enjoyment. The Association holds title to the Common Areas. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles, Bylaws, Association Rules and Regulations, and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided to Owners as described herein.

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

(c) The right of the Association to grant and reserve easements and right-of-ways through, under, over and across the Common Areas.

(d) The right of the Association to acquire, extend, terminate or abandon easements.

Section 2. Assignment of Right. Any Owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on his Lot, subject to the provisions of this Declaration and the Association Articles and Bylaws and Association Rules and Regulations.

Section 3. Destruction of Facilities. In the event any Common Areas, facilities or personal property of the Association are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner shall authorize the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment.

ARTICLE IV
ASSOCIATION

Section 1. General. The Duties and powers of the Association shall be those provided by law as set forth by this Declaration, the Association Articles and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to (i) enforce the covenants, conditions, restrictions and limitations set forth in this Declaration, (ii) operate, maintain and administer all Common Areas and the Surface Water Drainage System, (iii) administer and enforce the easements provided for in this Declaration, (iv) make, collect and disburse the assessments created in this Declaration, and (v) adopt, amend, rescind and enforce reasonable rules and regulations governing the use of the Property.

Section 2 Services. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's responsibilities hereunder.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligations. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligations of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each Owner. Every Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be expressed in such deed, shall be deemed to covenant and agree to pay to the Association any charges established or described in this Article and in the Association Articles and Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the non-use by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Annual General Assessment. Each Lot within the Property is subject to an annual General Assessment by the Association for the improvement, maintenance and operation of the Common Areas and the Surface Water Drainage System, including the management and administration of the Association and the furnishing of services as set forth in the Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors by a majority vote shall set the annual General Assessments at a level sufficient to meet the Association's obligations. The Board of Directors shall have the right, power and authority, during any fiscal year, to increase the annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board of Directors shall set the date or dates that the General Assessments shall become due, and may provide for collection of General Assessments annual or in monthly, quarterly or semi-annual installments; provided however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 3. Special and Emergency Assessments.

(a) In addition to the General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on, upon, or within the Common Areas and Surface Water Drainage System, including fixtures and personal property related thereto.

(b) The Association may levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas or the Surface Water

Drainage System, and the Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

Section 4. Lot Assessments. The Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Lot, or any other maintenance or special services provided to such Lot or its Owner, the cost of which is not included in the General Assessment.

Section 5. Effect of Nonpayment and Remedies of the Association.

(a) Any Charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time-to-time by the Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

(b) All Charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorneys' fees, whether suit is filed or not), shall become a lien on such Lot and shall be effective from and shall relate back to the date the Original Declaration was recorded in the public records of Duval County, Florida. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorneys' fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) The lien of the Charges provided for herein shall be inferior and subordinate to the lien of any first mortgage placed upon any Lot so long as such mortgage lien is recorded prior to any claim of lien filed by the Association. The sale or transfer of Lot shall not affect the lien. In the event a first mortgagee or other purchaser shall obtain title to a Lot as a result of a foreclosure action in which the Association has been initially joined as a defendant, or as a result of a deed given in lieu of foreclosure, such acquirer of title or its successors and assigns shall be liable for the share of common expenses and assessments, late fees, interest, costs and reasonable attorney's fees and other charges imposed by the Association on such Lot or chargeable to the former owner of such Lot which became due prior to acquisition of title. However, a first mortgagee's liability for past due assessments, late fees, interest, costs and reasonable attorneys' fees shall be limited as set forth in Section 720.3085(2)(c), Florida Statutes, as amended from time to time. The provisions of this section shall not apply unless the first mortgagee initially joined the Association as a defendant in the foreclosure action and shall not apply if the first mortgagee failed to comply with any other conditions of entitlement to a limitation of liability for assessments and other charges as may be provided by Chapter 720, Florida Statutes, or other law, all as may be amended from time to time. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Any unpaid Charges shall be deemed a common expense collectible from all Lots, including such acquirer, his successors and assigns.

Section 6. Budget.

(a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) The Creekside Homeowners' Association of Jacksonville, Inc., shall determine the budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles and Bylaws, the Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Board of Directors consider necessary to provide working capital and to provide for general operating

reserve and reserves for contingencies and replacements. The Board of Directors shall send each of its Members a copy of the budget, in a reasonable itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver of release in any manner of any Owner's obligation to pay any assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 7. Ad Valorem Taxes. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget.

ARTICLE VI **ARCHITECTURAL CONTROL**

Section 1. ARB. The Board of Directors shall serve as the Architectural Review Board (the "ARB"). Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the ARB in performing its functions as set forth hereto.

Section 2. Architectural Approval.

(a) In order to maintain property values and a general plan and scheme of development of the community, no construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House or the Lot, shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by the ARB.

(b) The plans to be submitted to the ARB for approval shall include (i) two copies of the construction plans and specifications, docks, boathouses or bulkheads, (ii) an elevation or rendering of all improvements, (iii) such other items as the ARB may deem appropriate. One copy of such plans, specifications and related data so submitted shall be retained in the records of the ARB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved."

(c) Approval shall be granted or denied by the ARB based upon compliance with the provisions of the Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the ARB's design and construction standards in effect, if any, from time-to-time, the effect of the improvements on the appearance of surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable.

(d) Approval or disapproval of applications shall be given to the applicant in writing by the ARB in accordance with its forthcoming within thirty (30) days after complete submittal has been made to the ARB, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration and the ARB's design and construction standards, if any.

(e) After approval by the ARB, the proposed improvements must be substantially commenced within twelve (12) months or approval must once again be obtained from the ARB as provided herein. Once commenced, the construction must proceed diligently.

The exterior of any House and the accompanying landscaping shall be completed within twelve (12) months from commencement unless the ARB allows an extension of time.

(f) The ARB may establish a fee (not to exceed \$100.00 per plan submittal) to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof.

(g) Replacement, repainting, or refurbishment of the exterior of Houses, including roofing, doors and windows, fences, and driveways, with the exact same materials, colors, styles, and design do not require prior ARB approval. Such work is deemed necessary maintenance. If different materials, colors, styles, or designs are to be used, such improvement will require prior ARB approval.

Section 3. No Representation. No approval of plans and specifications and no publication of architectural standards, if any, shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither the Association nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defect in construction undertaken pursuant to such plans and specifications.

ARTICLE VII **GENERAL PROVISIONS**

Section 1. Land Use. All Lots shall be used for residential purposes exclusively.

Section 2. Minimum Square Footage of Dwellings. The ground floor area of any Creekfront House (Lots 14, 15, 16, 17, and 17A) shall contain a minimum of Three Thousand (3,000) square feet of enclosed living area in the case of one story structures. In the case of a structure greater than one story for any Creekfront House, not less than Eighteen Hundred (1,800) square feet of the required minimum 3,000 square feet shall be ground floor area. The ground floor area of any House other than those on Creekfront Lots shall contain a minimum of Two Thousand (2,000) square feet of enclosed living area in the case of one story structures. In the case of a structure greater than one story, not less than Fourteen Hundred (1,400) square feet of the required minimum of 2,000 square feet shall be ground floor area. Specifically excluded from "enclosed living area," without limitations, are garages, open or screened porches, terraces, and other covered areas.

Section 3. Location of Improvements on Lot. Each Lot shall have the following setbacks for all improvements of any nature to be located on the Lot:

- (a) A 20 foot setback from the front line;
- (b) A total combined side setbacks of 13' with a minimum of 5 feet on one side;
- (c) A 10 foot setback from the rear line, however, on Lakefront Lots, no part of the structure shall extend beyond the top of the bank;
- (d) A 15 foot setback from any side street line.

The term "front lot line" shall mean any boundary line which is contiguous to a street right-of-way and which the front of the House faces. The term "rear lot line" shall mean any Lot boundary line, other than a Lot line which is contiguous to a street right-of-way, which does not extend to or intersect the front Lot line. The term "interior side lot line" shall mean any Lot boundary line other than a front or rear lot line, and other than a Lot line which is contiguous to a street right-of-way. Notwithstanding, and in addition to, all setbacks must comply with the City and County zoning requirements.

In the event that any Lots are combined into a single building plot, the setback lines set forth herein shall apply to the outermost boundaries of the combined building plot.

Section 4. Maximum Height of a Structure. The maximum height of a structure for all permitted or permissible uses and structures is Thirty Five (35) feet.

Section 5. Upkeep and Maintenance of Lots. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds, and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment.

Section 6. Conduct of Residents. No fires for burning trash, leaves, or other debris shall be permitted on any portion of the Property.

Section 7. Signs. No commercial signs, excepting on "For Rent" or "For Sale" signs, shall be erected or maintained on any Lot, except as may be required by legal proceedings. The Board of Directors has the right to restrict size, color and content of signs permitted by it to be erected upon any Lot within the Property. Identification and street numbers exceeding a combined total more than two (2) square feet shall not be erected without the written permission of the Board of Directors. The Association reserves the right to enter any portion of a Lot and remove any sign not meeting the above stated criteria.

Section 8. Parking. No automobiles, trailers, or boats shall be parked overnight in the roadways or on the street right-of-way(s) adjoining any Lot. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair on any Lot or in the street right-of-way adjoining any Lot. No recreational vehicles shall be parked on any Lot unless such shall be placed or parked in a fenced side yard (other than a side abutting a street right-of-way) or fenced rear yard of a Lot, so such vehicle cannot be observed from the street.

Section 9. Fences and Mailboxes.

(a) No fence or wall shall exceed six (6) feet in height and no chain link fence shall be allowed on any Lot. All fences, except those regarding Lake or Creekfront Lots, shall be constructed in shadowbox style or shall be of design and materials approved in advance by the ARB. No fence or wall shall be built beyond the imaginary line extending from the front corner of the House to the side lot lines. For corner Lots, no fence or wall on the side common to street right-of-way shall extend forward of the rear corner of the House. On Lake Lots (as hereinafter defined in Section 10) no fence shall be placed beyond the top of the bank. Additionally, only black aluminum ornamental fences (wrought iron type) shall be allowed on Lake and Creekfront Lots and shall be no higher than four (4) feet at the sides and rear of the residence. In no case shall any fence extend into any area deemed "jurisdictional wetlands."

(b) All mailbox designs shall be approved by the ARB.

Section 10. Lake and Creekfront Lots. The following Lots shall be deemed "Lake Lots" and Creekfront Lots: Lots 14, 15, 16, 17, 17A (proposed), 30, 31, 32, 42, 43, and 44. The Lake and Creekfront Lots shall be subject to the following covenants and restrictions:

(a) The Owners of the Lake Lots shall have the responsibility of sodding the Lake Banks to prevent erosion, and maintaining the Lake Banks within their boundaries to the actual water line, as it may exist from time-to-time: in other words, the Lake Lots shall be fully sodded, including the Lake Banks. The height, grade and contour of the Lake embankment shall not be changed without prior written approval of the Association and/or any governmental agency which may have jurisdiction thereof. The owners of the Lake Lots shall be responsible for maintenance five feet into the Lakes.

The Owners of the Creekfront Lots shall have the responsibility of sodding to the bulkhead line or jurisdictional line, whichever occurs first, and maintain the creek banks within their boundaries.

(b) The City of Jacksonville is hereby granted perpetual drainage easements through those Lakes, lagoons, marshes and other wetlands situated in whole or in part on the Property that are a part of the Surface Water Drainage Plan. Each Lake Lot is subject to an easement to the City from the top of the Lake embankment to the rear lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of the Surface Water Drainage System. The City and the Association shall have perpetual easements across each Lake Lot for ingress and egress to such Lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on the plat of the Property, or by law.

Section 11. Wetlands. The following Lots shall be deemed "Wetland Lots": Lots 8, 9, 14, 15, 16, 17, 17A (proposed), and 18 as depicted on the recorded plat of Creekside. Any proposed activity within the jurisdictional areas of these Lots shall require permits from all appropriate regulatory agencies.

(a) **General.** . No decks, docks, moorings, pilings, bulkheads, fences or other structures shall be constructed within the wetlands or on such embankments, unless and until same shall have been approved by the Association and any governmental agency which may have jurisdictions thereof.

(b) Those Lots in which the rear or side lot line is contiguous to a wetland or within a wetland must retain a natural unobstructed buffer, as indicated on the recorded plat of Creekside, along the portion of the rear or side lot line that intersects with the jurisdictional wetland line. In all cases, the buffer zone shall be located on the upland side of the jurisdictional line.

(c) **Governmental Permits.** No clearing or construction of improvements and no dredging or filling activities are permitted within the wetland limits as shown on the plans entitled Creekside prepared by Hill, Boring and Associates, Inc., dated June, 1993, Project Number 9306-224-1, and further as delineated on the recorded plat, that the Lot owner shall apply to the District for a permit modification for such work. The foregoing provisions may not be amended without the approval of the Department of Environmental Protections, U.S. Army Corps of Engineers and the St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which related to the maintenance, operation and repair of the Surface Water Management System.

Section 12. Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

Section 13. Term. The covenants and restrictions of the Declaration, as amended and added to from time to time shall be the covenants and restrictions running with the title to the land and shall remain in full force and effect for a term of thirty (30) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 14. Enforcement. If any person or entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for any Owner or the Association to (i) institute proceedings at law for the recovery or damages or (ii) maintain a proceeding in equity for the purpose of preventing, or for the enjoining of, all or any such violations or attempted violations. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall not at any time be deemed a waiver or estoppel of the right to enforce the same thereafter. Any person or persons, including, without limitation, the Association or any Owner having rights hereunder who shall bring an action to enforce these Covenants and Restrictions,

shall in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorneys' fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the cost of institution and prosecution of such proceedings through the entry of judgment and any successful appeal therefrom.

Section 15. Severability. If any covenant or restriction herein contained or any Articles, Section, Subsection, clause, phrase or term of this Declaration be declared void, invalid, illegal or unenforceable for any reason by adjudication by any Court or other tribunal having jurisdiction over the parties and/or the subject matter hereof, such judgment shall in no way void the remainder hereof, which shall remain in full force and effect.

Section 16. Temporary Accommodations for Builders. Contractors and subcontractors who are actively engaged in the erection of any improvement on a Lot shall be entitled to locate upon such Lot, trailers and temporary buildings to maintain offices, storage and working facilities used directly in or for the construction of such improvements. However, such trailer or temporary structure shall be removed within thirty (30) days after the completion of such work. Abandonment of any such trailer or structure, or the location of any such trailer or structure upon any Lot beyond the actual time for construction, plus thirty (30) days, or the location thereof unrelated to construction, shall be subject to and shall render the Owner and any lessee or other person having legal possession thereof to appropriate activities herein provided for violation of these covenants and restrictions, including, in addition to all costs and damages otherwise afforded hereunder, the costs for the removal thereon.

ARTICLE VIII **UTILITY EASEMENTS AND OTHER EASEMENTS**

Section 1. General. The Association and its designees are reserved a perpetual five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each front, side and rear lot lines for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Association. By the virtue of this easement, it shall be expressly permissible for the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. Lakes. The Association and the Owners reserve a perpetual easement over and under all Lakes within the Property for drainage of surface and storm water.

ARTICLE IX **GENERAL PROVISIONS**

Section 1. Amendment.

(a) This Declaration may be amended by an instrument signed by the Owners of two-thirds (2/3) of the Lots, which amendment shall be effective upon the recordation in the public records of Duval County.

(b) Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

{Remainder of Page Intentionally Left Blank; Signatures on Following Page}

IN WITNESS WHEREOF, the undersigned Officers of the Association hereby certifies the accuracy of the recitals herein and execute this Amended and Restated Declaration on this 27 day of MARCH, 2023.

Witnesses

Lisa J. Sullivan
Signature of Witness 1

Lisa J. Sullivan
Printed

Kell R...
Signature of Witness 2

KATHLEEN O BROWN
Printed

Creekside Homeowners' Association of Jacksonville, Inc.

H.F. Molyneux
President

H. F. MOLYNEUX
Printed

Gloria Griffin
Secretary

GLORIA GRIFFIN
Printed

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27th day of March, 2023, by H.F. Molyneux as President, and Gloria Griffin as Secretary, of Creekside Homeowners' Association of Jacksonville, Inc., on behalf of the corporation.

Julie Davis
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

☒ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

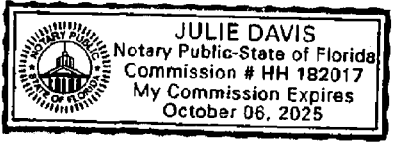


EXHIBIT A

CREEKSIDE LEGAL DESCRIPTION

THE EAST 200 FEET OF LOT 1, TOGETHER WITH LOTS 2, 3 AND PART OF LOT 4 OF A SUBDIVISION OF THE JOSEPH WMAN GRANT, SECTION 83, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, LESS AND EXCEPT THE NORTHERLY 60 FEET THEREOF, WHICH IS NOW JULINGTON CREEK ROAD, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF LOT 21, JULIAN PLACE, AS RECORDED IN PLAT BOOK 18, PAGE 81 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 77° 00' 00" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE SAID JULINGTON CREEK ROAD (A 60 FOOT RIGHT OF WAY), A DISTANCE OF 382.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 20° 18' 00" WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 71.79 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID JULINGTON CREEK ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 77° 00' 00" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 476.89 FEET TO THE WESTERLY LINE OF BURNHAM HILL DRIVE (AS DESCRIBED IN DEED BOOK 1662, PAGE 384 OF THE FORMER PUBLIC RECORDS OF SAID COUNTY); THENCE SOUTH 20° 17' 20" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 1018.04 FEET; THENCE SOUTH 28° 59' 10" EAST, CONTINUING ALONG THE SAID WESTERLY LINE, A DISTANCE OF 52.76 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF THE WEST 120 FEET OF AFOREMENTIONED LOT 4; THENCE SOUTH 20° 18' 00" WEST ALONG SAID LINE, A DISTANCE OF 600.00 FEET TO REFERENCE POINT "A"; THENCE CONTINUE SOUTH 20° 18' 00" WEST, A DISTANCE OF 10 FEET MORE OR LESS TO THE WATERS OF JULINGTON CREEK; THENCE WESTERLY, ALONG THE WATERS OF JULINGTON CREEK, FOLLOWING THE MEANDERING THEREOF, 663 FEET MORE OR LESS TO THE INTERSECTION WITH THE WESTERLY LINE OF THE EASTERLY 200 FEET OF AFOREMENTIONED LOT 1; THENCE NORTH 20° 18' 00" EAST ALONG SAID LINE, A DISTANCE OF 1400 FEET MORE OR LESS TO THE INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF JULINGTON CREEK ROAD, SAID POINT BEING REFERENCE POINT "B", SAID WATERS OF JULINGTON CREEK BEING MEANDERED BY THE FOLLOWING DESCRIBED LINE: COMMENCING AT AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTH 80° 46' 02" WEST, A DISTANCE OF 650.07 FEET TO A POINT WHICH BEARS SOUTH 20° 18' 00" WEST, A DISTANCE OF 1381.20 FEET FROM SAID REFERENCE POINT "B"; THENCE FROM REFERENCE POINT "B", NORTH 77° 00' 00" EAST, A DISTANCE OF 239.28 FEET TO THE POINT OF BEGINNING.

**AMENDED & RESTATED ARTICLES OF INCORPORATION
OF
CREEKSIDE HOMEOWNERS' ASSOCIATION OF JACKSONVILLE, INC.**

A Florida Not-for-Profit Corporation

*(Substantial rewording of Articles of Incorporation. See current Articles of
Incorporation for present text)*

These are the Amended and Restated Articles of Incorporation (hereinafter "Articles") of Creekside Homeowners' Association of Jacksonville, Inc., originally filed with Florida Department of State on March 24, 1994, under Charter Number N94000001471. Amendments included have been added pursuant to the Florida Not or Profit Corporation Act, F.S. Chapter 617, and the number of votes cast in favor of the adoption of the amendments was sufficient for approval under the terms of the Articles of Incorporation of the Association.

For historical reference, the street address of the initial principal office was 9000 Regency Square Blvd., #201, Jacksonville, Florida 32211, and the initial mailing address was 9000 Regency Square Blvd., #201, Jacksonville, Florida 32211. The names of the original incorporators, and their addresses at the time of incorporation, were Mitchell R. Montgomery, Kenneth J. LaPointe, and Patsy A. Hite, all at 9000 Regency Square Blvd., #201, Jacksonville, Florida 32211. The street address of the initial registered office was 9000 Regency Square Blvd., #201, Jacksonville, Florida 32211, and the name of the initial registered agent was Mitchell R. Montgomery. The name and address of the current registered agent is Freedom Community Management, LLC, 630 Kingsley Ave., Orange Park, FL 32073. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

**ARTICLE I
NAME**

The name of the corporation is CREEKSIDE HOMEOWNERS' ASSOCIATION OF JACKSONVILLE, INC., hereinafter called the "Association."

**ARTICLE II
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof ("Members"). The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots, Surface Water Drainage System and Common Areas, to include entrance right-of-way, area along fence that is contiguous along Julington Creek Road, and entrance median located within that certain tract of property in Duval County, Florida, more particularly described in Exhibit "A" attached hereto ("Property"), and the right-of-way along Julington Creek Road that abuts Creekside, and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose. The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association for the purposes for which it was formed including, but not limited to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions for Creekside, hereafter called the "Declaration," applicable to the Property and recorded in the Current Public Records of Duval County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as it set forth at length with all definitions of terms set forth therein being applicable to such terms in these Articles;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water drainage system. Said assessments

will be used for the maintenance and repair of the surface water drainage systems including but not limited to work within retention areas, drainage structures and drainage easements;

(c) have and exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not for Profit Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles;

(d) maintain, repair, replace and operate the Common Areas;

(e) maintain and manage the surface water drainage system(s) in a manner consistent with the St. Johns River Water Management District requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein;

(f) purchase insurance upon the Common Areas and insurance for the protection of the Association and its Members;

(g) reconstruct improvements to the Common Areas after casualty and further improve the Common Areas;

(h) make and amend reasonable rules and relations respecting the maintenance, upkeep, and use of the Common Areas and Lots.

(i) employ personnel to perform the services required for the proper operation, maintenance and upkeep of the Common Areas and the operation of the Association; and

(j) contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

ARTICLE III **QUALIFICATIONS OF MEMBERS**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IV **VOTING RIGHTS**

Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any Lot. In the event that a member owns more than one Lot which is combined into a single building plot and one single family dwelling is constructed thereupon, then the Owner shall have one (1) vote per combined Lot.

ARTICLE V **BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) Directors, the exact number to be determined by resolution by the Board of Directors prior to the time of election. Directors shall be elected in accordance with the By-Laws at such time and location as shall be designated by the Board of Directors. Except as to vacancies created by removal of Directors by members, vacancies in the

Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

ARTICLE VI **OFFICERS**

The Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members and shall serve at the pleasure of the Board.

ARTICLE VII **INDEMNIFICATION**

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him, in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer of the Association at the time such expenses are incurred, but the provisions of this Article shall not apply if a Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification provided herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE VIII **DISSOLUTION**

The Association may be dissolved in the manner provided by the laws of Florida. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water drainage system must be transferred to and accepted by an entity which would comply with section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE IX **TERM**

The Association shall exist in perpetuity.

ARTICLE X **AMENDMENTS**

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

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

(b) A resolution for the adoption of the proposed amendment may be proposed by either the Board or the Members. Directors and Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Association at or prior to the meeting. Amendment of these Articles shall require the assent of a majority of members.

(c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Duval County, Florida.

IN WITNESS WHEREOF, the undersigned officers certify these Amended and Restated Articles of Incorporation were approved by a vote of a majority of the members at a membership meeting held on 27 MAR, 2023, as provided for in Article XII of the previous Articles of Incorporation, and execute these Amended and Restated Articles of Incorporation on this 27 day of MARCH, 2023.

Witnesses

Lisa J. Sullivan
Signature of Witness 1

Lisa J. Sullivan
Printed

KD Brown
Signature of Witness 2

KATHLEEN O BROWN
Printed

Creekside Homeowners' Association of Jacksonville, Inc.

H.F. Molyneux
Signature of President

H. F. MOLYNEUX
Printed

Gloria Griffin
Signature of Secretary

GLORIA GRIFFIN
Printed

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27th day of March, 2023, by H.F. Molyneux as President, and Gloria Griffin, as Secretary, of Creekside Homeowners' Association of Jacksonville, Inc., on behalf of the corporation.

Julie Davis

(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

☒ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____



**AMENDED & RESTATED BY-LAWS
OF
CREEKSIDE HOMEOWNERS' ASSOCIATION OF JACKSONVILLE, INC.**

A Florida Not-for-Profit Corporation

(Substantial rewording of By-Laws. See current By-Laws for present text)

These are the Amended and Restated By-Laws (hereinafter "By-Laws") of Creekside Homeowners' Association of Jacksonville, Inc., a Florida not-for-profit corporation formed for the purpose of administering the Creekside community located in Duval County, Florida, upon the lands described in the Declaration of Covenants and Restrictions for Creekside, as originally recorded by Mitchell R. Montgomery ("Developer"), at Official Records Book 7821, Page 268, et seq., of the Public Records of Duval County, Florida ("Declaration"). (The corporation shall hereafter be referred to as the "Association.").

**ARTICLE I
IDENTITY**

A. The office of the Association shall be at such place as may be established by resolution or annual filing of the Board of Directors of the Association from time to time.

B. The fiscal year of the association shall be the calendar year.

**ARTICLE II
MEMBERS MEETINGS**

A. The annual members meeting shall be held at such time and location as shall be designated by the Board of Directors for the purpose of electing directors and transacting business authorized to be transacted by the members.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members.

Such notice shall be in writing to each member at his address as it appears on the books of the association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailings shall be given by the affidavit of the person giving the notice.

D. A quorum of members' meeting shall consist of persons entitled to cast thirty percent (30%) of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members as required by the Declaration, Articles of Incorporation, or these By-Laws.

E. Voting.

1. In any meeting of members, members shall be entitled to one vote for each Lot owned.

2. If a home is owned by one (1) person, his right to vote shall be established by the record title to his or her home. If any home is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the home shall be designated by a certificate signed by all of the record owners of the home and filed with the Secretary of the Association. If a home is owned by a corporation, the person entitled to cast the vote for the home shall be

designated by a certificate signed by the President or Vice President and attested by the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the home concerned. A certificate designating the person entitled to cast the vote of a home may be revoked by any owner of a home. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum and not for any other purpose.

F. Proxies. Except for elections of Directors, votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Association before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

G. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not been obtained, a majority of the members who are present, either in person or by proxy, may adjourn the meeting to a later date at which a quorum is present; provided, however, that notice of the newly scheduled meeting is given in the manner required for providing notice of a meeting. Except as otherwise provided above, proxies given for the adjourned meeting shall be valid for the subsequent meeting.

H. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Call meeting to order.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of directors.
8. Unfinished business.
9. New business.
10. Adjournment.

ARTICLE III **DIRECTORS**

A. Membership. The Affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined by resolution by the Board of Directors prior to the time of election.

B. The Board of Directors shall be elected by written ballot, voting machine, or an internet-based online voting system. At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver, whether by separate Association mailing or included in another Association mailing (including regularly published newsletters) to each Member entitled to vote, a first notice of the date of the annual meeting and election. Any Member or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Nominations from the floor at the annual meeting are prohibited. The Association shall thereafter mail or deliver a second notice of the annual meeting and election to all Members entitled to vote, together with a written notice, agenda, and a ballot which shall list all eligible candidates in alphabetical order, at least fourteen (14) days before the annual meeting and election. Members entitled to vote shall return their completed ballots using a two-envelope system, described further below, to preserve anonymity of ballots. The election shall be decided by a plurality of ballots cast. There shall be no quorum requirement to conduct an election; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election for the Board of Directors. There shall be no cumulative voting, and no Member shall permit any other person to vote his or her ballot. Any improperly cast ballots will be deemed invalid; provided, however, that the Association may accept ballots cast in a manner that does not strictly comply with the two-envelope system so long as the Board, in its reasonable discretion, does not have reason to suspect that the ballot was cast fraudulently or by someone other than the member eligible to vote.

1. Two-Envelope Election Process. Accompanying the second meeting notice and ballot shall be an outer envelope addressed to the agent authorized by the Association to receive the ballots and a smaller, inner envelope in which the Member shall place the completed ballot. The exterior of the outer envelope shall indicate the name of the voter, and the Lot numbers (or property address) being voted, and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner, smaller envelope and seal the envelope. The inner envelope shall be placed within the outer, larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the separate, inner envelopes required may be enclosed within a single, outer envelope identifying all Lot numbers or property addresses for which ballots have been enclosed. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association. Upon receipt by the association, no ballot may be rescinded or changed.

2. Candidate Information Sheet. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election to be included with the mailing of the ballot. The costs associated with the copying, mailing, and delivery shall be borne by the Association.

3. Assistance for Disability. Any Member who needs assistance with casting a ballot for reasons related to a blindness, an inability to read or write, or other disability may obtain assistance in casting his or her ballot.

4. Election Not Required. An election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board.

5. Electronic Notices & Voting. Notwithstanding anything herein to the contrary, the Association may conduct elections and other membership votes through an Internet-based online voting system if a member consents, in writing, to online voting and any requirements imposed by law are followed. In addition, any notice required or permitted to be provided by the Association to a Member may be provided by electronic transmission if the Member consents in writing to receive notice by electronic transmission and provides an e-mail address to the Association to be used for such purposes.

C. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

D. Any Director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

E. The term of each Director's service shall be the calendar year following his or her election and subsequently until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided.

F. The organizational meeting of a newly elected Board of Directors shall be held immediately following the annual meeting and election or within ten (10) days of their election at such place and a time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

G. Regular and special meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular and special meetings shall be posted in a conspicuous place forty-eight (48) hours in advance of the meeting or mailed to each homeowner seven (7) days in advance of the Board meeting except in an emergency. However, written notice of any meeting at which nonemergency Special Assessments, or at which amendments to rules regarding Lot use, will be considered must be mailed, delivered, or electronically transmitted to the Members and posted

conspicuously on the Association Property at least fourteen (14) days before the meeting. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the Official Records of the Association.

H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, Articles of incorporation, or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting to a later date at which a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

K. The order of business at Directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Unfinished business.
5. New business.
6. Adjournment.

L. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

M. Closed Meetings. The requirement that Directors' meetings and certain committee meetings be open to Members does not apply to:

1. Meetings between the Board or a committee and the Association's attorney concerning proposed or pending litigation, if the contents of the discussion would otherwise be governed by the attorney-client privilege; or
2. Directors' meetings held for the purpose of discussing personnel matters.

ARTICLE IV **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, agents, contractors or employees, subject only to approval by owners where such approval is specifically required. Such powers and duties shall include, but not be limited to the following:

A. Powers. The Board of Directors shall have power to:

1. Adopt and publish rules and regulations governing the use of the Common Areas, entrance sign and median, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
2. Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

3. Exercise for the association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

4. Declare the office of a member of the Board of Directors to be vacant in the event such members shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

5. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

B. Duties. It shall be the duty of the Board of Directors to:

1. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the members who are entitled to vote;

2. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

3. As more fully provided in the Declaration, to:

a. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

b. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

c. if assessment not paid within thirty (30) days after due date, to collect delinquent assessments by lien foreclosure or otherwise at the discretion of the Board of Directors.

4. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

5. Procure and maintain adequate liability and hazard insurance on property owned by the Association;

6. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

7. Cause the Common Areas to include entrance right-of-ways, signs and medians to be maintained, as well as the right-of-way along Julington Creek Road that abuts Creekside;

8. Cause the yard areas of home Lots to be maintained.

ARTICLE V
OFFICERS

A. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, all of whom shall be elected annual by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. Resignation. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

C. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

D. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

E. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

F. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the association, including a list of current members of the association and their addresses, except those of Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President.

G. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and he shall perform other duties incident to the office of Treasurer. He shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

H. The compensation of all employees of the Association shall be fixed by the Directors. The provision that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VI **FISCAL MANAGEMENT**

The provision for fiscal management of the association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association set forth in the Articles of Incorporation shall be supplemented by the following classification as shall be appropriated, all of which expenditures shall be common expenses:

1. Current Expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, for additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the Common Area.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

1. Current expense.

2. Reserve for deferred maintenance.

3. Reserve for replacement.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the Common Area.

5. Operation. The amount of monies which may be needed to provide a working fund or to meet losses.

6. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 15, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments shall be levied and collected in a manner as provided in the Declaration and as supplemented in this Article. Assessments against the owners for their share of budget items shall be made for the applicable fiscal year annually. Such assessments shall be due as dictated by the Board of Directors for the year in which they are assessed. If the Association fails to adopt a budget prior to the end of a fiscal year, the current budget shall remain in effect and members shall continue to pay the current assessment until the Association adopts another budget. In the event the annual assessment proved to be insufficient, the budget and assessments may be amended at any time by the Board of Directors or the members as set forth in Article V of the Declaration.

D. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by check signed by such persons as are authorized by the Directors.

E. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing Association none of which shall be Board Members. The costs of the audit shall be paid by the Association.

F. The Association shall maintain fidelity insurance or bonds covering all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall also maintain a Directors and Officers liability policy covering Directors, Officers, employees, committee members, volunteers, and other agents the Board deems appropriate. The Association may obtain other insurance as it deems appropriate, including property insurance (including flood and windstorm, if desired) covering structures owned or maintained by the Association, which may be on an open-peril or named-peril basis.

ARTICLE VII **AMENDMENT**

These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE VIII
COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration. If no such appointment is made, the Board of Directors shall serve as the Architectural Control Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

{Remainder of Page Intentionally Left Blank; Signatures on Following Page}

IN WITNESS WHEREOF, the undersigned officers certify these Amended and Restated Bylaws were approved by the a vote of a majority of a quorum of members present in person or by proxy at a duly called meeting of the membership held on 27 MARCH, 2023, as provided for in Article VII of the previous Bylaws, and execute these Amended and Restated Bylaws on this 27 day of MARCH, 2023.

Witnesses	Creekside Homeowners' Association of Jacksonville, Inc.
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Witness 1	President
<u>Lisa J. Sullivan</u>	<u>H. F. MOLYNEUX</u>
Printed	Printed
<u>KATHLEEN O BROWN</u>	<u>Gloria Griffin</u>
Signature of Witness 2	Secretary
<u>[Signature]</u>	<u>GLORIA GRIFFIN</u>
Printed	Printed

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27th day of March, 2023, by H.F. Molyneux, as President, and Gloria Griffin, as Secretary, of Creekside Homeowners' Association of Jacksonville, Inc., on behalf of the corporation.

[Signature]

(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

