

2. One (1) oak tree with a minimum height of ten (10') feet and a minimum width at the base of four (4") inches shall be installed and maintained by each Owner. An outdoor outlet shall be installed at the base of the oak tree. The tree shall be planted between the sidewalk and the curb and the exact location of same must be approved by the Declarant to insure uniformity within the Subdivision.

3. One monument masonry structure containing two (2) individual mail boxes shall be constructed on every other Lot line along each Subdivision road. Each Lot shall bear one-half ($\frac{1}{2}$) of the structure and each Owner shall be responsible for the maintenance of the portion of the structure located within their Lot. The structures shall be in a style to compliment the houses being constructed on the particular Lots and shall be consistent with other styles in the Subdivision. The plans and specifications for the design, installation and location of each structure must be approved in advance by the Declarant in order to insure uniformity within the Subdivision.

4. The front, rear and side yards of all Lots in Blocks A and B shall be fully sodded and shall contain an in-ground sprinkler or similar yard watering system for front and rear yard coverage. The front, rear and side yards of all Lots in Blocks C, D and E shall be fully sodded.

5. Each Owner shall control stormwater run-off from such Lot so that no soil, silt, or other material shall be deposited on any property of Creekside or in the roadway or right-of-ways of the Subdivision. As defined by Florida law, each Owner shall be liable for damages caused by erosion and/or any accumulation of soil from their Lot to any property of Creekside.

6. Each residence shall be designed and constructed with a minimum roof pitch of five inches (5") of rise for each twelve inches (12") of run (5 on 12). Roof colors shall be consistent with the surrounding structures and shall be subject to approval by the Architectural Review Board.

In the event an Owner shall fail to make the improvements required above on or before the issuance of a Certificate of Occupancy for a home constructed on a particular Lot, the Declarant or the Association shall have the right, through its agents, employees and contractors, to enter upon said Lot for the purpose of making the required improvements. The cost of the improvements, together with interest at the maximum rate then allowed by law, as well as reasonable attorneys fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot, and shall also be the personal obligation of such Lot owner. The Declarant or the Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against

the lot Owner personally obligated to pay the same, and/or foreclose the lien against the Property.

ARTICLE V

Use Restrictions

Section 1. Except for model homes, which Declarant may use for Subdivision offices, all Lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family structure with a private garage attached to the main structure or a detached garage in conformity with architectural design of the residential structure with a servant's room, tool room and/or laundry room attached to same. Any such permitted detached structure shall be set back so that the front thereof is no closer to the front street line than the front of the residential structure. Each Lot shall have a garage. For Lots E23-E31 and A11-A21, the required garage, either attached or detached, shall be for a maximum of two (2) vehicles; for all other Lots, the garage shall be for a minimum of two (2) vehicles and a maximum of three (3) vehicles.

Section 2. All buildings erected in Creekside Oaks Subdivision on any Lot shall not exceed two stories in height and contain minimum square footage as follows:

<u>Lots</u>	<u>MINIMUM SQUARE FOOTAGE</u>
Patio/Interior (Lots E23-E31)	1,400
Patio/Golf Course (Lots A11-A21)	1,500
Standard/Interior (Lots B33, B34, C1-C16) (Lots D1-D18, E1-E22)	1,750
Standard/Golf Course (Lots A1-A10, B1-B32)	2,000

The minimum square foot area of proposed buildings shall be determined by multiplying the outside length and width dimensions of each story of the building, except that garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

Section 3. All buildings located in Creekside Oaks Subdivision shall be located within the set back lines as shown on the recorded Plat of the Subdivision. Waiver of any of the preceding fixed set back requirements is hereby granted for unintentional violations which do not exceed ten (10%) percent of the particular set back distance in question and do not violate County requirements. Additional waivers of the preceding set back requirements may be granted by the Declarant or by the Board of Directors of the Association or its architectural review committee. See Section 21 below.

Section 4. For Residences built on Lots E23-E31 and A11-A21, eaves of buildings located within the set back lines and chimneys of buildings located within the set back lines shown on the recorded plat may extend across said set back lines and Lot lines.

Section 5. The plans, specifications, type, and location of any storage or out building, when detached from the main house, must be approved by the Declarant. Only one storage or out building shall be placed, or allowed on each Lot. The Declarant, at its option and at such time as it shall choose, shall have the right to assign the rights under this Section to the Board of Directors of the Homeowners Association and shall do so by assignment recorded in the Public Records of Escambia County, Florida. If that assignment is made, the approval required shall be a majority of the Board of Directors of the Association, or a majority of an Architectural Review Committee composed of three or more representatives appointed by the Board of Directors.

Section 6. No vehicles, boats, or permanent or temporary structures or improvements including but not limited to fences, walls, storage buildings, garages, carports, driveways, patios, swimming pools, water wells, utility poles, or tennis courts may be placed or erected on any Lot in the subdivision until the slab for the permitted single family dwelling has been fully completed.

Section 7. No additions or alterations to the exterior of a residence, including painting, shall be made to any building in the subdivision until the plans and specifications have been submitted to and approved in writing by the Declarant. One set of building plans and specifications will be permanently retained by the Declarant.

Section 8. No fence, gate or wall shall be erected or permitted on any portion of the premises from the front Lot line to the rear sill line of the main building on said Lot. Any fence or wall, including any shrubs or hedges, on the golf course side of any Lots in Blocks A and B shall (i) be no more than 4 feet in height, (ii) shall allow access from the golf course through a gate or other reasonable alternative access point, (iii) shall be made of wood, brick, stone or other decorative material, (iv) shall allow a view through the fence or wall from the rear yard of the

Lot to the golf course, and (v) shall not be a "privacy" type fence or wall. No fence or wall may be constructed until its design, construction and location are approved by the appropriate party as defined by Article III above.

Section 9. No structure of a temporary nature, such as a trailer, motor home, tent, shack, garage, or other out building shall be permitted or placed on any Lot or street in the Subdivision at any time for the use as a residence, either temporary or permanent, except such structures of a temporary nature that may be required or deemed necessary by Declarant or its nominees for use during the construction and sales periods. No motor home, trailer, boat, recreational vehicle or any other movable vehicle shall be located on any Lot or any street in the subdivision at any time unless the same be stored in a closed garage or in an area located behind the dwelling and screened from view from the street.

Section 10. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than three square feet advertising the property for sale or rent, or signs used by Declarant or its nominees, successors or assigns to advertize the property during the construction and sales periods.

Section 11. No animals will be permitted to remain in the Subdivision except dogs and cats as pets, and no fowl shall be allowed therein except birds that are caged as inside pets. No livestock or poultry of any kind shall be raised, bred, kept or maintained, on any Lot. Pets shall be kept on Owners' property and not allowed to molest domestic servants, postmen, yardworkers, passersby, or golfers retrieving golf balls. The total number of dogs and cats on any Lot shall be limited to a total of two (2). For example, an Owner could have one dog and one cat, but not two dogs and one cat. No animals allowed herein shall be kept for commercial purposes.

Section 12. No ham radio antennas, citizen band radio antennas, or television antennas shall be allowed on any Lot in the Subdivision, except those erected behind the dwelling, and extending no higher than five (5') feet above the highest point on the roof of the dwelling. Although discouraged, television satellite dishes will be allowed, subject to prior approval of the location and fencing thereof by the Architectural Review Committee, and subject to the following: (i) the satellite dishes shall be erected behind the dwelling and within the confines of a six foot (6') high wood privacy fence; (ii) shall not exceed 10 feet in diameter and 11 feet in height; (iii) shall be constructed of wire mesh or perforated aluminum; and (iv) shall be painted black. Basketball goals, posts or backboards shall not be erected on the roof of or attached to the roof line of any dwelling and shall not be erected at a location where use of the goal would involve play in a right-of-way.

Section 13. No guns, firearms, or weapons of any kind, including, but not limited to B. B. guns, pellet guns, sling shots and bow and arrows or other weapons shall be discharged anywhere within the Subdivision.

Section 14. Each Owner shall maintain the appearance of his Lot in high quality condition and will provide and maintain landscaping on the Lot and on all easements and utility boxes located on the Lot. Grass, flowers and shrubbery must be kept in an orderly fashion. No bamboo hedges, plant material or hedges (excluding trees), exceeding three (3) feet in height shall be allowed within the front building setback area.

Section 15. The use of privies, septic tanks and cesspools for the disposal of sewage is prohibited. The use of outdoor toilets is prohibited. No activities shall be permitted that discharge pollutants into the surface drainage system.

Section 16. Easements for the installation of utilities and drainage facilities are reserved as shown on recorded plat. All utilities installed within the Subdivision are to be underground.

Section 17. Each Lot shall be a single dwelling site and no Lot may be split to provide two or more building sites. In the event, however, any person shall purchase two or more adjacent Lots and shall desire to construct a single dwelling on said adjoining Lots as one building site, then the restrictions of these covenants shall apply to said Lots as if that dwelling had been constructed on a single building Lot. Lots between Lots may be split between adjacent Lot owners with the same effect, except as prohibited by subdivision rules and regulations of Escambia County, Florida.

Section 18. No Lot shall be maintained as a dumping ground for rubbish, trash, garbage or other waste; nor shall any wrecked, junked or inoperable motor vehicles of any kind be stored or remain on the property or any adjoining street or right-of-way; nor shall any mechanical work on any vehicle be performed in the road right-of-way. No tractor/trailers or other commercial vehicles shall be parked on any Lot or street overnight.

Section 19. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to Creekside Golf Club or to the Subdivision. All activities conducted on all Lots adjacent to the Golf Course shall be consistent with golf course decorum. Flood lights, bells, telephones, music, number of pets, noise level of pets, air pollutants, etc. shall not be such as to constitute a nuisance to or impair the enjoyment of neighboring Lots. No parking on streets, except during special events, parties, etc. No overnight parking on streets.

Section 20. All Owners, and occupants of any Lot, shall extend to all golfers lawfully using the Creekside Golf Club the courtesy of allowing such golfers to retrieve any golf balls that have taken refuge on any Lot, provided such golf balls may be recovered without damaging any flowers, shrubbery, other landscaping or other property in general of the Owner. No hedge, shrubbery or landscaping may be maintained so as to prevent users of the golf course from entering a Lot for purposes associated with playing golf, including the retrieval of golf balls and clubs.

Section 21. The Declarant shall have the authority to waive in writing minor violations of any of the provisions of this Article V where it is clearly demonstrated by the Owner or other person requesting same that doing so will not impact adversely upon the aesthetic qualities of the proposed improvements, the Lot upon which same is located, the Subdivision as a whole, and that same is consistent with a first class single family subdivision. The Declarant, at its option and at such time as it shall choose, shall have the right to assign the rights under this Article to the Board of Directors of the Homeowners Association and shall do so by assignment recorded in the Public Records of Escambia County, Florida. If that assignment is made, the approval required shall be a majority of the Board of Directors of the Association, or a majority of an Architectural Review Committee composed of three (3) or more representatives appointed by the Board of Directors. Neither the Declarant, the Board of Directors of the Association, or its Architectural Review Committee shall in any way or manner be held liable to any Owner, the Association, or any other person or entity for its good faith exercise of the discretionary authority conferred by this Section.

ARTICLE VI

Assessments

Section 1. Creation of the Lien and Personal Obligation Assessments. Each Owner, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment, and (b) any special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person(s) who is (are) the Owner(s) of such Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the improvement, management, care and maintenance of the Common Areas designated on the subdivision Plats and any additional real property owned by the Association or any public property adjacent to or in the vicinity of any Lots. In addition, the assessments shall be used for paying any ad valorem real property taxes on said common areas, paying for electrical service to the street lights in the subdivisions, maintenance of the portion of the stormwater drainage system not accepted by Escambia County or other governmental agency, payment of any premiums for liability insurance purchased by the Homeowners' Association, and such other matters as are deemed necessary and proper by the Board of Directors of the Association.

Section 3. Annual Assessment. Until January 1, 1996, the maximum annual assessment shall be \$158.00 for each Lot in Creekside Oaks Subdivision.

(a) From and after January 1, 1996, the maximum annual assessment may be increased each year not more than ten (10%) percent above the potential maximum assessment for the previous year without a vote of the Owners.

(b) From and after January 1, 1996, the maximum annual assessment may be increased above ten (10%) percent of the previous year's potential maximum assessment by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.

(d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes upon any Common Area and all electricity bills for street lights in the Subdivision, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes and electrical bills.

Section 4. Special Assessments or Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, real property owned by the Association or public property adjoining or in the vicinity of the Lots, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a

meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 of this Article shall be sent by United States Mail, postage prepaid, to all Owners (as of thirty (30) days prior to date of mailing such notice) not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty (50%) percent of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be one-third (1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Annual Assessment Periods and Due Date. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot at least thirty (30) days in advance of each annual assessment period (except for the years 1995 and 1996, when the Board of Directors of the Association may fix the amount of the 1995 and 1996 annual assessments at any time prior to July 1 of the particular year. Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Escambia County, and shall commence thereafter as determined by the Association. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or by abandonment of his Lot.

Section 8. Subordination of Assessment Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 9. Maintenance. In the event an Owner shall fail (after thirty (30) days written notice from the Association sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, the Association may, after approval of two-thirds (2/3) vote of its Board of Directors have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvements erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within thirty (30) days after written demand therefore), as well as reasonable attorney's fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of such Owner at the time such maintenance is performed.

Section 10. Notwithstanding any provision herein, for 1995, 1996, and 1997, Declarant shall have the option, at its sole discretion, to either (i) pay assessments on their Lots as defined herein or (ii) provide sums as necessary to meet the financial obligations of the Association.

ARTICLE VII

Maintenance Easement

Each Owner shall have an easement over and across adjoining Lots for the sole and limited purpose of conducting maintenance on his dwelling. Each Owner utilizing this easement agrees to pursue said maintenance diligently and expeditiously in order to minimize the use of this easement.

ARTICLE VIII

Golf Course Membership

The purchaser of an unimproved Lot from Declarant shall be obligated to purchase from Creekside a one-year, one-time golf course membership to Creekside for the discounted membership price of \$850.00, plus tax ("Membership"). The Membership shall extend to each Owner and members of their immediate family living on the Lot. The Membership shall offer cart fees at twenty-five percent (25%) of the current regular rate and free green fees. Each developed Lot shall be sold with a Membership and the membership fee shall be remitted to Creekside upon the closing of the sale of the developed Lot. "Developed Lot" shall mean a Lot on which a single-family residence has been constructed.

ARTICLE IX

General Provisions

Section 1. The Association, the Declarant, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provision of this Declaration. Failure by the Association, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any condition, restriction or covenants herein contained (due to its violation or breach) or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Owner or the Association who initiates such successful judicial proceedings for the enforcement of said condition, restrictions, covenant or lien.

Section 2. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

Section 3. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, unless amended by an instrument signed by two-thirds (2/3) of the then Lot Owners. After the initial twenty-five (25) year term, this Declaration shall be automatically extended for successive periods of ten (10) years, unless amended

by an instrument signed by a majority of the then Lot Owners. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within two (2) years after date hereof if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the public records of Escambia County, Florida. Any provisions herein that place responsibility with the Association for landscaping, maintenance of any subdivision roads, and/or drainage easements shall not be amended without the prior written approval of Creekside, said approval shall not be unreasonably withheld.

Section 4. Neither the Association nor Declarant shall, in any way or manner, be held liable for failure to enforce the conditions, restrictions and covenants herein contained or to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself. The Association shall defend, indemnify, and hold harmless the Declarant and all Association officers and directors in any action brought for failure to enforce the conditions, restrictions and covenants herein contained or for any violation of the restrictions by any Owner other than the Declarant.

Section 5. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

Section 6. Neither the Association, declarant, nor Creekside shall be liable for any claims for property damage, personal injury or death caused in any manner by any person playing golf on the golf course. Each Owner shall indemnify and hold harmless the Association, Declarant and Creekside from any actions, causes of action, claims or demands for damages, costs, expenses, compensation; consequential damage or anything whatsoever from any such claims for damage or injury.

Section 7. All Owners and occupants shall hold harmless Creekside Declarant, and the Association and any persons using the golf course from any claims or suits for property damage, personal injury or death caused by golf balls or golf carts. All Owners and occupants by virtue of his or her ownership or occupancy acknowledges his or her awareness of the risks inherent in living in proximity to a golf course and voluntarily assumes such risks in order to enjoy the benefits of living in proximity to a golf course.

Section 8. Neither the Association nor any Owner or occupant shall disturb or cause to be obstructed any markers, including "out-of-bounds" posts and their imaginary linking lines used by the Golf Course to facilitate the playing of golf.

Section 9. With respect to all drainage easements, whether located within or outside of the Subdivision boundaries, the Association shall indemnify and hold harmless Declarant and AmSouth Bank of Florida, its successors and assigns, from all claims or suits, or any similar demands for damages of any kind whatsoever for injury to any property or person(s), including death, caused by any incidents arising on or about said easements, including any incidents arising from the Association's obligations to maintain said easements.

IN WITNESS WHEREOF, RST Development Corporation has caused this instrument to be executed by its president and its corporate seal to be affixed hereto this _____ day of _____, 1995.

WITNESSES:

RST DEVELOPMENT CORPORATION,
a Florida corporation

By: _____
RICHARD SANFILIPPO, President

[CORPORATE SEAL]

[Handwritten Signature]

[Handwritten Name]

STATE OF FLORIDA)
 :
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 14 day of February , 1995, by RICHARD SANFILIPPO, as President of RST Development Corporation, a Florida corporation, on behalf of said corporation.

[Handwritten Signature]

[TYPE/PRINT NAME OF NOTARY]

Notary Public
State of Florida

[NOTARIAL SEAL]

My Commission Expires: _____



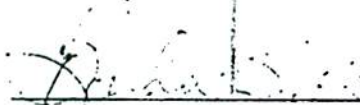
WILLIAM FREEMAN
Notary Public
State of Florida
Commission No. CC 259272
Expires 12/14/1997

JOINDER


AmSouth Bank of Florida, a banking corporation existing under the laws of the State of Florida, holder of a mortgage on the property subject to the foregoing Declaration of Covenants and Restrictions, does hereby join in and recognizes that their rights as Mortgagee are subject to same.

WITNESSES:

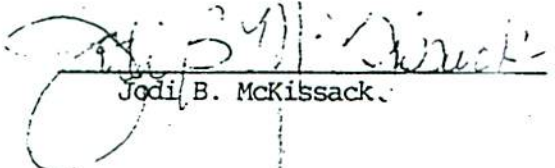
AMSOUTH BANK OF FLORIDA



Brenda S. King

By: 

ARTHUR J. HALL, JR.
Its Vice President



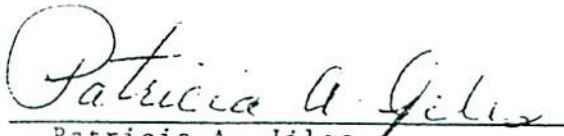
Jodi B. McKissack

Instrument 00192491 [SEAL]
Filed and recorded in the
public records
MARCH 3, 1995
at 04:38 P.M.
in Book and Page noted
above or hereon
and record verified
JOE A. FLOWERS,
COMPTROLLER
Escambia County,
Florida

STATE OF FLORIDA)
 :
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 10th day of February, 1995, by ARTHUR J. HALL, JR., as Vice President of AmSOUTH BANK OF FLORIDA, a national banking corporation, on behalf of said corporation.

PATRICIA A. JILES
"Notary Public-State of FL"
My Comm. Exp. Feb. 28, 1998
CC 340607



Patricia A. Jiles
[TYPE/PRINT NAME OF NOTARY]
Notary Public
State of Florida

My Commission Expires: 2-28-98



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