

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CREEKSIDE RV SUBDIVISION

WHEREAS, Creekside RV Subdivision, was created by that certain Declaration of Covenants, Conditions and Restrictions for Creekside RV Subdivision, (hereinafter referred to as "Declaration"), as recorded on January 29, 2019, as Instrument Number 1740903 in the records in the Office of the Judge of Probate of Baldwin County, Alabama, as amended; and,

WHEREAS, the Members of Creekside RV Subdivision Owners Association, Inc., do desire to further amend and revise said Declaration of the Association, according to Article X, Amendment, of said Declaration; and,

WHEREAS, notice of the subject matter of this proposed revision was included in the Notice of Meeting; and,

WHEREAS, said proposed revision was adopted by, at least, sixty seven (67%) percent of the allocated votes of the Members at the Annual Meeting of the Association held on the 12th day of September, 2020.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Creekside RV Subdivision, shall be amended as follows:

RECITALS, 1st Paragraph, is hereby amended to read as follows:

Developer owns that certain land and improvements comprising Creekside RV Subdivision (the "Subdivision") as shown on the Plat (the "Plat") recorded at Slide 2666F, and the records of the Office of Judge of Probate of Baldwin County, Alabama. The Subdivision consist of a total of sixty-one (61) Lots, specifically Lots 1 through 61 and certain common areas (the "Common Areas"), all as shown on the Plat. Developer desires to place certain restrictions, conditions and reservations upon the Subdivision in accordance with a general scheme or plan in order to (a) to establish and preserve the Subdivision as a recreational vehicle Subdivision that will accept Class A, B and C recreational vehicles, travel trailers, toy haulers and fifth wheel trailers and to prohibit pop-up or foldable trailers (campers), FEMA trailers, tents, foldout trailers, schoolbus conversions, horse trailers or cargo trailers, (b) to provide for the potential rental of Lots by

Developer on behalf of the Owners, and (c) to provide for the orderly government of the Subdivision, initially by Developer, and eventually by Owners of Lots therein.

Article V, Subparagraph 5.02, is hereby amended to read as follows:

5.02 Animals. No animals of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor in violation of any applicable local ordinance or any other provision of this Declaration. A "reasonable number" shall mean two (2) or fewer pets per Lot. In no event shall pit bulls, doberman pinschers, staffordshire terriers, rottweilers, shar peis, mastives, aggressive bulldog breeds, chows, any mixed breed dog that may have any of these aforementioned bloodlines or other dogs reputed to be hostile breeds, be allowed within the Subdivision, either on a permanent basis or as a visiting animal. If any animal is not confined within the RV, the animal must be leashed and under direct control of its owner. No dog shall be tethered or tied up outside an RV. No fencing outside the RV shall be allowed. A pet's owner shall have the absolute duty and responsibility to clean up any solid animal waste after such animals have used any portion of the Subdivision or any public property in the vicinity of the Subdivision. No pets shall be permitted to be kept within any portion of the Subdivision if it makes excessive noise or is otherwise determined by the Board to be a nuisance. If any pet is determined to be a nuisance, the Board may give notice to the responsible party to resolve the offending problem within seventy-two (72) hours, and if such party does not resolve the problem during that period of time, order the removal of such pet.

Article V, Subparagraph 5.04, is hereby deleted.

Article V, Subparagraph 5.14, is hereby amended to read as follows:

5.14 Vehicle Parking. Only one (1) RV and two (2) personal vehicles (automobile or truck) shall be parked or maintained on any Lot. Motorcycles or scooters (maximum of 2) and 1 golf cart are also allowed as long as there is room without parking on grass or outdoor kitchen area. No boats or boat trailers are allowed. No RV, truck, automobile, or any other type of motor vehicle, may be washed, cleaned or polished anywhere on the property except on an Owner's Lot. Renters must get Owner's approval to wash RV, truck, automobile, or any other type of motor vehicle on a rented lot.

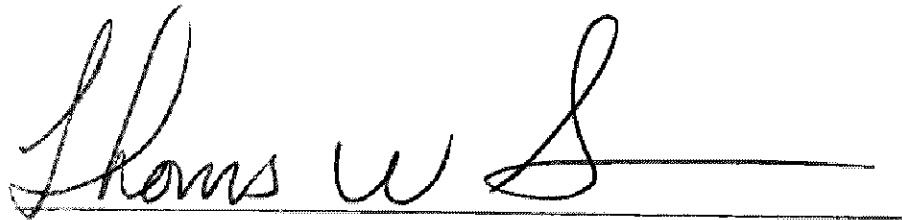
Article V, Subparagraph 5.25, is hereby amended to read as follows:

5.25 Condition of RV. Each Owner shall be responsible for ensuring that the RV on such Owner's Lot shall be in good working order and in an attractive condition so as not to detract from the Subdivision, and in no event, shall any RV older than fifteen (15) years, measured from January 1 of the model year, be allowed in Creekside RV Resort by renters. No Owner shall have any RV older than fifteen (15) years, measured by January 1 of the model year, in Creekside RV Resort unless first approved by the Board based on overall condition of the RV.

THE UNDERSIGNED, hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Creekside RV Subdivision Owners Association, Inc., an Alabama Nonprofit Corporation, duly formed pursuant to the Laws of the State of Alabama and that the foregoing is a true record of an Amendment duly adopted by, at least, sixty seven (67%) percent of the allocated votes in the Association at a Meeting of the Members and that said Meeting was held in accordance with state law and the Bylaws of the above named Corporation and that said Amendment is now in full force and effect without modification or rescission. In all other respects, the said Declaration shall remain in full force and effect and otherwise unmodified.

IN WITNESS WHEREOF, the undersigned certifies that he executed this Amendment to the Declaration of Covenants, Conditions and Restrictions for Creekside RV Subdivision, this the 17th day of December, 2020.

Creekside RV Subdivision
Owners Association, Inc.



BY: Thomas Austin, Its Secretary

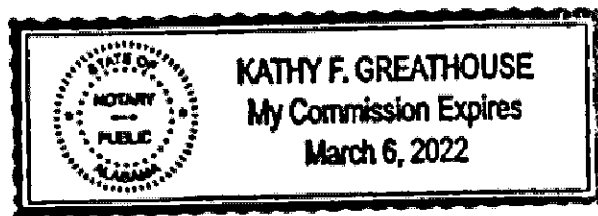
STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, a Notary Public, in and for said County in said State, hereby certify that Thomas Austin, whose name as Secretary of Creekside RV Subdivision Owners Association, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

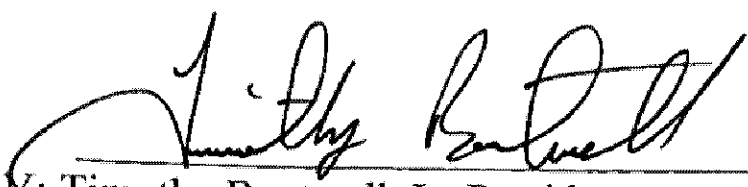
Given under my hand and seal on this the 17th day of December, 2020.

Kathy Greathouse
Notary Public

My Commission Expires: March 6, 2022



ATTESTED:


BY: Timothy Boutwell, Its President

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, a Notary Public, in and for said County in said State, hereby certify that Timothy Boutwell, whose name as President of Creekside RV Subdivision Owners Association, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

Given under my hand and seal on this the 17th day of December, 2020.


Notary Public

My Commission Expires: March 6, 2022

This Instrument Prepared By:
Daniel H. Craven, Esq.
Craven & Perry, PLLC
Attorneys at Law
P.O. Box 4489
Gulf Shores, AL 36547
Voice: 251-968-8170
Fax: 251-968-4837
danielhcraven@gmail.com

