

Rea. 44.00

Prepared by
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MOORE, HILL & WESTMORELAND, P.A.
P.O. Box 13290
Pensacola, FL 32591

**COUNTY OF ESCAMBIA
STATE OF FLORIDA**

**AMENDMENT TO
CREEKSIDE OAKS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO CREEKSIDE OAKS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is pursuant to Article IX, Section 3 of the Creekside Oaks Declaration of Covenants, Conditions and Restrictions dated the 8th day of February, 1995 and recorded in O. R. Book 3732, Page 996 of the public records of Escambia County, Florida ("Declaration").

Recitals

1. Article II, Section 4 of the Declaration sets forth the obligation of the Creekside Oaks Homeowners Association, Inc. ("Association") to pay a portion of the annual maintenance and repair costs for Valle Escondido Road as provided in this Section and in the Quitclaim Deed dated March 15, 1993 and recorded in O. R. Book 3331, Page 894 of the public records of Escambia County, Florida.
2. The Quitclaim Deed was superseded and replaced by an Easement dated May 3, 1999 and recorded in O. R. Book 4416, Page 997 of the public records of Escambia County, Florida.
3. Attached as Exhibit "A" and incorporated by reference is an Affidavit of the Past President of the Association attesting to the vote at a duly constituted meeting held July 22, 2008 of not less than two-thirds (2/3) of the Lot Owners, pursuant to which the Lot Owners voted 89 yes and 3 no in favor of this Amendment for termination of the Easement and thereby the obligation to pay a portion of the annual maintenance and repair costs for Valle Escondido Road as provided for in Article II, Section 4 of the Declaration. Copies of the Voting Ballots/Limited Proxies are a part of the record for the meeting and are available from the Association for inspection.
4. As a consequence of the vote of the Lot Owners, the current President of the Association executed a Release of Easement to be recorded in the public records of Escambia County, Florida subsequent to this Amendment.
5. The successor to Creekside Golf Club, Inc., Draper Lake Investment, LLC ("Draper Lake"), is not required to approve this Amendment pursuant to Article IX, Section 3 of the Declaration. In the event it is alleged that such approval was required, Draper Lake

represented it would not cooperate with the Association unless the Association and all the owners in Creekside Oaks agreed to forego any opposition to any future development of the now-closed golf course property owned by Draper Lake.

6. The Release of the Easement obviates the need to collect and pay funds for a portion of the annual maintenance and repair costs for Valle Escondido Road.

7. Lot Owners were fully informed and acknowledged that the Release of the Easement might and could result in the restriction or blocking of ingress and egress through the privately owned portion of Valle Escondido that was subject to the Easement, as more particularly described in Exhibit "B," attached and incorporated by reference. By agreeing to the termination and release of the Easement, the Lot Owners are no longer obligated to pay a portion of the annual maintenance and repair costs for Valle Escondido through annual or special assessments

Amendment to Declaration

The Declaration is amended to delete Section 4 of Article II in its entirety.

IN WITNESS WHEREOF, the President of the Association has caused this Amendment to the Declaration to be executed this 27 day of February, 2009.

Signed, sealed and delivered in the presence of the following witnesses:

Shawn Millard
Print SHAWN MILLARD

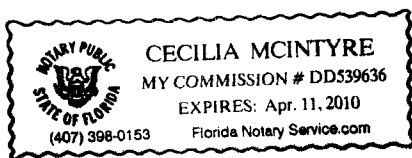
Cecilia McIntyre
Print Cecilia McIntyre

Creekside Oaks Homeowners Association, Inc.

Terence E Goodwin
By Terence E. Goodwin
Its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this the 27th day of February, 2009, by Terence E. Goodwin, as President of Creekside Oaks Homeowners Association, Inc., who is personally known to me, or who produced personally known as identification.



Cecilia McIntyre
NOTARY
My commission expires: April 11, 2010

Exhibit "A"

**AFFIDAVIT OF FRANCISCO G. RIOJAS and TERENCE E. GOODWIN
CREEKSIDE OAKS HOMEOWNER'S ASSOCIATION, INC.**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

Before me, the undersigned authority, personally appeared Francisco G. Riojas and Terence E. Goodwin, who, upon being first duly sworn, depose and say:

1. Francisco G. Riojas was the President of Creekside Oaks Homeowner's Association, Inc. ("Association") until September 4, 2008.
2. Terence E. Goodwin succeeded Francisco G. Riojas as the President of the Association on September 5, 2008, and is the current President of the Association.
3. Francisco G. Riojas presided as President at the duly constituted meeting of the members of the Association on July 22, 2008.
4. The Lot Owners considered the termination of the Easement dated May 3, 1999 and the Amendment to Creekside Oaks Declaration of Covenants, Conditions and Restrictions, and amending Article II, Section 4 of the Declaration.
5. Ninety-two (92) Lot Owners attended in person or by proxy at or within ninety (90) days of the meeting.
6. The Lot Owners voted 89 yes and 3 no on the Amendment, which constitutes more than two-thirds (2/3) of Lot Owners.

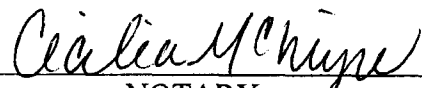
FURTHER AFFIANTS SAYETH NOT.



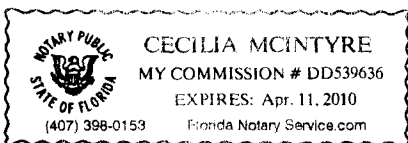
 Francisco G. Riojas

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was sworn to and subscribed before me this 23 day of December, 2008, by Francisco G. Riojas, who is personally known to me or who produced Drivers license as identification.



 NOTARY
 My commission expires: April 11, 2010



Terence E. Goodwin
Terence E. Goodwin

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this 23 day of
December, 2008, by Terence E. Goodwin, who is personally known to me or
who produced Drivers license as identification.

Cecilia McIntyre
NOTARY
My commission expires: April 10, 2010

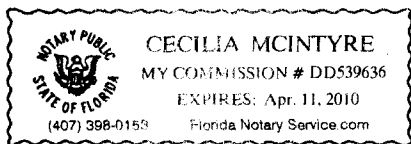


Exhibit "B"
to
Amendment to Creekside Oaks
Declaration of Covenants, Conditions and Restrictions

An 80 foot wide parcel of property known as Valle Escondido Drive, the centerline of which is described as follows:

Commence at the intersection of the South right-of-way line of Michigan Avenue (Saulley Field Road 296, State Road 296, 100 foot right-of-way) and the centerline of a Gulf Power Easement (100 foot right-of-way) in Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence go North 89°56' East along the South right-of-way line of Michigan Avenue a distance of 1245 feet to the Point of Beginning; thence go South 00°04' East a distance of 730.00 feet to a point of curvature; thence go along a curve to the left having a radius of 400.00 feet for an arc length of 628.32 feet to a point of tangency; thence go North 89°56' East a distance of 300 feet to the Point of Ending.