

**THIS INSTRUMENT PREPARED BY:**  
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**CREEKSIDE OAKS**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made and entered into this 21<sup>st</sup> day of FEBRUARY, 1995, by RST DEVELOPMENT CORPORATION, a Florida corporation, hereinafter Declarant.

**W I T N E S S E T H:**

WHEREAS, Declarant is the owner of certain property in Escambia County, Florida, which is more particularly described as:

CREEKSIDE OAKS, a subdivision of a portion of Section 13, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat recorded in Plat Book 15, Page 41A, 41B of the Public Records of said County.

NOW, THEREFORE, Declarant declares that, except as expressly provided otherwise below, all of the property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**Definitions**

Section 1. "Association" means CREEKSIDE OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

Section 2. "Common Areas" means the parcels of property referred to as Common Area on the subdivision plats and shall specifically include Private Parcels A-G, the ponds, and the right-of-way, entrance signs, ponds and landscaping associated with the east entrance area for Valle Escondido Drive.

Section 3. "Lot" means all those Lots shown on the recorded subdivision plat of Creekside Oaks.

Section 4. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation.

Section 5. "Creekside" means the Creekside Golf Club, Inc., its successors and assigns.

Section 6. "Golf Course" means the golf course lying adjacent to and surrounding portions of Creekside Oaks.

Section 7. "Creekside Oaks" and "Subdivision" means the real property described on page 1.

## ARTICLE II

### Membership And Voting Rights

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

Section 2. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the one vote for each such Lot shall be exercised as they determine. In no event shall more than one vote be cast for any one Lot.

Section 3. At its option and at such time as it shall choose, Declarant shall assign to the Association Declarant's obligations to Creekside and Hills Apartment Communities, Inc. ("HAC"), under the development agreements between the respective parties.

Section 4. Declarant, or the Association, if the following obligations have been so assigned, shall pay to HAC, its appointee or assign, a portion of the annual maintenance and repair costs for Valle Escondido Road as provided in the quit claim deed and easement agreement dated March 16, 1993, and recorded at O.R. Book 3331, Page 894, Public Records of Escambia County, Florida. Said maintenance costs shall be paid as follows:

Declarant shall pay fifty percent (50%) of the above-mentioned costs. Where Creekside agrees to pay a percentage of the maintenance costs, the percentage of total payments by each party shall be:

|           |        |
|-----------|--------|
| Creekside | 25%    |
| Declarant | 37.50% |
| HAC       | 37.50% |

Should Declarant pay fifty percent (50%) of the maintenance costs and sums are then recouped by HAC from Creekside, Declarant shall be reimbursed one-half (½) of the sums received by HAC from Creekside, less costs of collections.

ARTICLE III

Architectural Control

No structure or other improvement shall be erected, altered or placed on any Lot until the design, location, plans, specifications and Lot plan showing the nature, kind, shape, height, materials, color and location of such structure or improvement have been approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by Declarant. If Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, such approval will not be required and this Article will be deemed to have been fully complied with. 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, or a majority of an Architectural Review Committee composed of three (3) or more representatives appointed by the Board of Directors. If assigned, the same thirty (30) day response requirement shall apply.

ARTICLE IV

Improvement Requirements

By acceptance of a deed from Declarant, each purchaser of a Lot agrees, on or before the issuance of a Certificate of Occupancy for a home constructed on a particular Lot, to fully complete installation of the following improvements:

1. A five foot (5') wide, four (4") inch thick sidewalk located along all street frontages five feet (5') from the back of the curb shall be installed and maintained by each Lot Owner. The sidewalk shall have no more than a two inch (2") slope across the width at any point. The plans and specifications for installation and the location must be approved in advance by Declarant to insure uniformity within the Subdivision.

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