

BY-LAWS
OF
CREEKSIDE OAKS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I - MEMBERS

Section 1: Members of the Association shall consist of all record owners of lots.

ARTICLE II - MEETINGS OF MEMBERS

Section 1; Annual Meeting: An annual meeting of the members shall be held in the subdivision or at another reasonable place as suggested by the members on the third Saturday of January of each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors is not held on the day designated herein for any annual meeting, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as is convenient.

Section 2. Special Meetings: Special meetings of the members may be called by the President, the Board of Directors, or not less than 25% of the members having voting rights. If all the members shall meet at such time or place and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section 3. Notice of Meetings: Written notice stating the place, day and time of any meeting of members shall be delivered either personally or by mail to the address of each member as is registered with the Secretary of the Association not less than fifteen (15) days nor more than thirty (30) days in advance of the date of such meeting.

Section 4. Informal Action by Members: Any action required by law to be taken at a meeting of members, or action that may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

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Section 5. Quorum: Members holding 50% of the votes that may be cast at any meeting shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be one-third of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 6. Proxies: At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney in fact.

Section 7. Voting by Mail: Elections of directors or officers and voting on such officers may be conducted by mail.

ARTICLE III - BOARD OF DIRECTORS

Section 1. General Powers: The affairs of the corporation shall be managed by its Board of Directors. There shall be a minimum of three (3) directors elected annually to serve for one year or until their successors are elected. Directors may be removed during their term for any reason by sixty percent (60%) of those members entitled to vote.

Section 2. Meetings: Meetings of the Board of Directors may be called by the President or any two (2) directors upon ten (10) days notice, either written or verbal.

Section 3. Quorum: A majority of the Board of Directors present at a meeting shall constitute a quorum.

ARTICLE IV - OFFICERS

Section 1. Officers: The officers of the corporation shall be a President, Vice President, Secretary and Treasurer and such other officers as may be elected in accordance with this article.

Section 2. Election: The officers of the corporation shall be elected annually by the Board of Directors by a simple majority at the annual meeting. Officers may be removed during their term for any reason by sixty percent (60%) of those members entitled to vote.

Section 3. Powers and Duties: The officers shall have such powers and shall perform such duties as may from time to time be specified in resolutions

or directives of the board. Each officer shall have the powers and authority and shall perform and discharge the duties of officers of the same title serving in non-profit corporations.

ARTICLE V - CONTRACTS, CHECKS AND FUNDS

Section 1. Contracts: The Board of Directors may authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or may be confined to specific instances. Such action is limited when such action is in direct conflict with the provisions of the Articles of Incorporation and the Declaration of Covenants and Restrictions.

Section 2. Checks and Bank Accounts: The corporation and the directors may designate the number and officers needed as signatories on bank accounts and other indebtednesses.

Section 3. Insurance and Fidelity Bonds: The Association shall keep in full force and effect casualty and liability insurance as to the properties and fidelity bond coverage as to certain of its officers as is required by the Federal National Mortgage Association, the Veterans Administration, or the Federal Home Administration.

ARTICLE VI - BOOKS AND RECORDS

Section 1: The corporation shall keep correct and complete books and records of account and shall also keep minutes of all proceedings of its members, Board of Directors and shall keep the books and records open to inspection of any member at any reasonable time.

ARTICLE VII - FISCAL YEAR

Section 1: The fiscal year of the corporation shall be the year beginning on January 1 and ending on December 31.

ARTICLE VIII - DUES AND ASSESSMENTS

Section 1: Dues and assessments may be increased or decreased and special assessments made pursuant to the Declaration of Covenants and Restrictions.

ARTICLE IX - WAIVER OF NOTICE

Section 1: Whenever any notice is required to be given under any of the provisions of the Articles of Incorporation or these By-Laws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X - RULES

Section 1: The Board of Directors or members by majority vote at a regular or special meeting of the board or membership may promulgate rules regulating the properties and activities upon the properties.

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ARTICLE XI - AMENDMENT

Section 1: These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a simple majority of the members at any regular or special meeting of the members.

The foregoing were adopted as the By-Laws of Creekside Oaks Homeowners' Association, Inc., a corporation not for profit, organized under the laws of the state of Florida, at the first meeting of the Board of Directors on the 29 day of Sept., 1995.

Richard D. Sample
SECRETARY

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ARTICLES OF INCORPORATION
OF
CREEKSIDE OAKS HOMEOWNERS' ASSOCIATION, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I - NAME AND PRINCIPAL OFFICE

The name of the corporation shall be CREEKSIDE OAKS HOMEOWNERS' ASSOCIATION, INC., and for convenience, the corporation shall be referred to in this instrument as the "Association". The principal office of the corporation is 219 Man o'war Circle, Cantonment, Florida 32533.

ARTICLE II - PURPOSE

1. The purpose of the Association is to organize for the operation of Creekside Oaks, a residential community of single-family dwellings located in Escambia County, Florida, on the following described property, to-wit:

Creekside Oaks, a subdivision of a portion of Section 12, 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.

"Common Areas" shall mean and refer to all real property (together with improvements thereon) owned by the Association for the common use and enjoyment of the owners.

2. The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III - POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Covenants and Restrictions of Creekside Oaks and the By-Laws.

ARTICLE IV - MEMBERS

1. Members of the Association shall consist of all the record owners of Lots.
2. Changes of membership in the Association shall be established by recording in the public records of Escambia county, Florida, a deed or other instrument establishing a record title to a lot and delivery of a certified copy of such instrument to the Association. The owner designated by such instrument shall thus become a member of the Association and the membership of the prior owner shall be terminated.
3. Each lot shall be entitled to one vote to be cast by its owner(s). The manner of exercising voting rights shall be determined by the By-Laws of the Association.
4. A member does not have authority to act for the Association solely by reason of being a lot owner.

ARTICLE V - DIRECTORS

1. The affairs of the Association shall be managed by a board consisting of the number of directors fixed by the By-Laws, but not less than three (3) directors and in the absence of such determination, shall consist of five (5) directors. Directors need not be members of the Association.
2. Directors of the Association shall be elected at the annual meeting of the members in the manner specified in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
3. The first election of directors shall be held when 60% of the lots located upon the property shall have been sold or sooner, if the developer, in the developer's discretion, elects to terminate its control of the Association. The directors named in these Articles shall serve until the first election of the directors, and any vacancies in the number occurring before the first election shall be filled by the remaining directors.

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4. The names and addresses of the Members of the first Board of Directors, who shall hold office until their successors are elected and qualified, or until removed, are as follows:

Richard Sanfilippo
219 Man O'War Circle
Cantonment, Florida 32533

Steven P. Sanfilippo
3253 Tallship Lane
Pensacola, Florida 32526

Terry Sanfilippo
219 Man O' War Circle
Cantonment, Florida 32533

ARTICLE VI - OFFICERS

The affairs of the Association shall be administered by a President, one or more Vice Presidents, a Secretary/Treasurer and, if necessary, by an Assistant Secretary, all of whom shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Richard Sanfilippo 219 Man O'War Circle Cantonment, Florida 32533
Vice President	Richard Sanfilippo 219 Man O'War Circle Cantonment, Florida 32533
Secretary/Treasurer	Richard Sanfilippo 219 Man O'War Circle Cantonment, FL 32533

ARTICLE VII - INDEMNIFICATION

Every director and every 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 any 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

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the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty or wilful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for 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 - BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors or the membership in the manner provided by the By-Laws.

ARTICLE IX - AMENDMENTS

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

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Approval of a proposed amendment must be by not less than two-third (2/3) of the votes of the entire membership of the Association or, until the first election of the Board of Directors, only by all the directors of the Association.
3. No amendment shall make any changes in the qualifications for membership nor voting rights for members, without approval in writing by all members and the joinder of all record owners of mortgages upon the properties.

No amendment shall be made that is in conflict with the Declaration of Covenants, Conditions and Restrictions.

ARTICLE X - TERM

1. The term of the Association shall be perpetual.

ARTICLE XI - INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is:

Richard Sanfilippo
219 Man O'War Circle
Cantonment, Florida 32533

ARTICLE XII - REGISTERED OFFICE AND AGENT


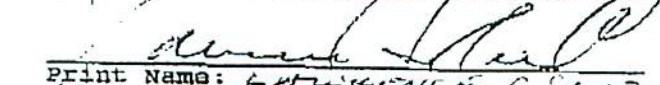
The address of the registered office of this corporation shall be 219 Man O'War Circle, Cantonment, Florida 32533, and the name of the registered agent of this corporation at that address shall be Richard Sanfilippo.

ARTICLE XIII - DEFINITIONS

All terms herein shall be the same as set forth, defined and used in the Declaration of Covenants, Conditions and Restrictions for Creekside Oaks subdivision, a subdivision in Escambia County, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 29 day of Sept., 1995.

Signed, sealed and delivered in the presence of:


Print Name: LAWRENCE E. YARNALL

Print Name: LAWRENCE E. YARNALL


RICHARD SANFILIPPO

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of September, 1995, by RICHARD SANFILIPPO () who is personally known to me, or () has produced _____ as identification, bearing identification number _____



LAWRENCE C. SCHILL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXP: SEPTEMBER 11, 1998
COMMISSION NO: CC 404881
Lawrence C. Schill
(Print/Type Name Below Signature)
NOTARY PUBLIC
State of Florida At Large
Commission Number: _____
My Commission expires: _____

(NOTARIAL SEAL)

REGISTERED AGENT ACCEPTANCE

I do hereby accept the foregoing designation as registered agent of
Creekside Oaks Homeowners Association, Inc.

Richard O. Sanfilippo
RICHARD SANFILIPPO

THIS INSTRUMENT PREPARED BY:
Lawrence C. Schill, Esquire
Clark, Partington, Hart, Larry,
Bond, Stackhouse & Stone
Suite 800, 125 West Romana Street
Post Office Box 13010
Pensacola, Florida 32591-3010
(904) 434-9200

CREEKSIDE OAKS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made and entered into this 21st day of JULY, 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 ($\frac{1}{2}$) 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.