Prepared by and return to: Michelle T. Reiss, Esquire Appleton Reiss, PLLC 501 E. Kennedy Blvd. Ste. 802 Tampa, FL 33602

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CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF CREEKSIDE HOMEOWNERS ASSOCIATION, INC. OF HILLSBOROUGH COUNTY

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Creekside Homeowners Association, Inc. of Hillsborough County ("Declaration") was recorded at O.R. Book 17019, Page 0164 of the public records of Hillsborough County;

WHEREAS, the Declaration provides that the Declaration may be amended by an instrument signed by members entitled to cast not less than two thirds (2/3) of the votes of the membership pursuant to Article VI, Section 2 hereof.

NOW, THEREFORE, Taryn Doyle, as President, and Zabette Alfano, as Secretary, of Creekside Homeowners Association, Inc. of Hillsborough County, do hereby certify that the following amendments to Article III, Section 8 of the Declaration have been approved by not less than two-thirds of the members pursuant to instruments signed by them which are attached hereto and incorporated herein by reference as Composite Exhibit "A":

Article III, Section 8 of the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Creekside Homeowners Association, Inc. of Hillsborough County is hereby amended to read as follows:

Section 8. Storage of Automobiles, Boats, and other Vehicles. No motor vehicle shall be parked or stored on any Lot and included easement, unless such vehicle is concealed from public view or from adjacent residences inside a garage or other approved enclosure, except that two three "permitted vehicles" may be parked in the driveway. "Permitted vehicles" are vehicles without any visible signage which fall on the following list:

- (a) passenger automobile
- (b) passenger van
- (c) pickup truck

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, sidewalk or portion of the Common Areas. If owned by the homeowner, such objects must be completely concealed from public view or adjacent residences behind an approved solid, opaque fence or inside a garage.

Certificate of Amendment to the Amended And Restated Declaration of Covenants, Conditions, Easements and Restrictions of Creekside Homeowners Association, Inc. of Hillsborough County

No machinery or maintenance equipment shall be parked at any time on any Lot or anywhere within the subdivision except for any such machinery or maintenance equipment temporarily located and in use for the construction, repair, or maintenance of a Lot, dwelling, Common Areas or related improvements.

No inoperative or abandoned cars, trucks, trailers, motorcycles, private pleasure craft or other types of vehicles; or unsightly vehicles with substantial damage, rust or paint irregularities; shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicle kept in an enclosed garage. There shall be no major repair performed on any motor vehicle, motor home, or private pleasure craft on or adjacent to any Lot in the Properties. Under no circumstances shall such repairs be performed if the same results in the creation of an unsightly or unsafe condition as determined by the Architectural Control Committee.

Motor homes or recreational vehicles may be allowed on any lot provided all conditions listed below are met:

- I. Only one motor home or recreational vehicle may be parked or stored on a Lot;
- II. The motor home or recreational vehicle located on the Lot shall be kept in a clean and neat appearance and in usable condition at all times;
- III. No motor home or recreational vehicle shall be lived in, have housekeeping maintained or have hook-up to utilities while parked or stored on, or otherwise attached or moored to a lot;
- IV. The motor home or recreational vehicle shall be parked or stored inside an enclosed structure, such as a garage, which conforms to the requirements of the subdivision standards as referenced in Section 11 of this Article and subject to the conditions of Article VIII;
- V. A motor home or recreational vehicle may be parked anywhere on the Lot for up to 72 hours for the purposes of loading or unloading the vehicle;
- VI. Private pleasure craft, such as jet skis, canoes, kayaks and johnboats or other similar boats of less than 12 feet in length are excluded from this provision and are permitted to be located, parked or stored on a Lot, provided they are not visible from any adjacent lot or from any street. Private pleasure craft may be parked in the driveway of a lot for up to 72 hours for the purposes of loading, unloading or cleaning of the craft(s).

No parking is permitted on the Common Areas including streets, except in areas specifically designated by the Association's Board of Directors for parking.

CODING: New language is marked with a <u>double underline</u> and deleted language is marked with a <u>strike-through line</u>.

Certificate of Amendment to the Amended And Restated Declaration of Covenants, Conditions, Easements and Restrictions of Creekside Homeowners Association, Inc. of Hillsborough County

Signed, sealed and delivered in the presence of:

CREEKSIDE HOMEOWNERS ASSOCIATION, INC. OF HILLSBOROUGH COUNTY

Print name

Theresam. Conjen

Signed, sealed and delivered in

the presence of:

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Print name:

nce of:

ATTEST:

By:

Zabette Alfano, Secretary

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

[NOTARY SEAL]

THERESA M. CONLEY

Notary Public - State of Florida

Commission # GG 909481

My Comm. Expires Sep 2, 2023

Bonded through National Notary Assn.

Notary Public

Name Typed, Printed or Stamped

heresa M. Conte

My Commission Expires: Sept.