

Prepared by and Return to:
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**13th SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENT AND RESTRICTIONS FOR EAGLE CREEK**
(Effecting Eagle Creek Phase Village D, E & L Townhomes)

THIS 13th SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK ("Supplemental Declaration") is made on this 24 day of February, 2014, by EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation, having an address of 370 Center Point Circle, Suite 1136, Altamonte Springs, Florida 32701 (the "Declarant").

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions, Easement and Restrictions for Eagle Creek was recorded January 7, 2004, in Official Records Book 07254, Page 4027, the First Supplement to Declaration of Covenants, Conditions, Easement and Restrictions for Eagle Creek was recorded November 17, 2004, in Official Records Book 07705, Page 1201, and the Second Supplement to Declaration of Covenants, Conditions, Easement and Restrictions for Eagle Creek was recorded May 19, 2005, in Official Records Book 07976, Page 4596, and the Third Supplement to Declaration of Covenants, Conditions, Easement and Restrictions for Eagle Creek was recorded January 8, 2010, in Official Records Book 9985, Page 4095, and the Forth Supplement to Declaration of Covenants, Conditions, Easement and Restrictions for Eagle Creek was recorded May 14, 2010 in Official Records Book 10044, Page 4003, and the Fifth Supplement to Declaration of Covenants, Conditions, Easement and Restrictions for Eagle Creek was recorded April 2, 2012 in Official Records Book 10355, Page 2814, as further supplemented by Sixth Supplement recorded on May 3, 2012 in Book 10370, Page 6648, as further supplemented by Sixth Supplement recorded October 3, 2012, in Book 10451, Page 3943. as further supplemented by Seventh Supplement recorded November 16, 2012 in Book 10475, Page 5310, as further supplemented by Eighth Supplement recorded January 28, 2013 in Book 10512, Page 2525, as further supplemented by Ninth Supplement recorded June 20, 2013 in Book 10588, Page 8270, and the Tenth Supplement recorded September 24, 2013 in Book 10639 and Page 0788, as further supplemented by the Eleventh Supplement recorded December 11, 2013 in Book 10675, Page 7459 all of the Public Records of Orange County, Florida all in the Public Records of Orange County, Florida (collectively, the "Declaration").

WHEREAS, the Declaration sets forth certain covenants, conditions, easements and restrictions applicable to the property described therein and provides for certain membership property rights, obligations, and other matters; and,

WHEREAS, Article XIX, Section 3 of the Declaration reserves to the Declarant the right to alter, modify, change, revoke, rescind, or cancel any portion of the Declaration provided that such alteration, modification, change, revocation, rescission or cancellation does not materially and adversely interfere with an Owner's then permitted use of its Parcel; and,

WHEREAS, Article II of the Declaration provides that the Declaration and the jurisdiction of the Association may be imposed upon additional real property without the consent or joinder of any person or entity by filing a Supplement to the Declaration, and upon annexation of new real property the Declarant shall have the right to set forth use restrictions or requirements by means of Supplemental Declarations related to the annexed real property; and,

WHEREAS, the Declarant has set forth certain standards and conditions in the Declaration, and as amended or supplemented, incorporated by reference in full as if restated in its entirety herein, that Declarant wishes to now make equally applicable by means of this Supplemental Declaration to Villages D, E & L as each of the referenced Villages are unique in that the living units are townhome style buildings; and,

NOW THEREFORE, in consideration of the premises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals stated above are hereby incorporated herein in full by reference. Capitalized terms used in this Supplemental Declaration shall have the same meaning as set forth in the Declaration.

2. Article XVI, Section 6 shall be added to the Declaration as follows:

The Association shall have the right, but not obligation, to obtain and carry hazard insurance for the townhomes in an amount that it deems sufficient in its sole discretion to cover the replacement cost. Any such related premiums for the townhomes shall be a common expense to the townhome owners within Villages D, E & L, and shall be collected as part and partial of the Village Regular Assessments. The Association shall have the right to maintain, repair and replace the townhomes in cases in which it receives any payment from an insurance company related to the townhome hazard insurance policy.

Notwithstanding the foregoing, each townhome Owner shall have the responsibility to insure all personal property within the townhome unit, including the floor, walls, ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and counter tops, and window treatments, including but not limited to curtains, drapes, blinds,

hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such personal property and any insurance thereupon is the sole responsibility of each town home Owner.

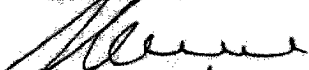
Each townhome Owner is responsible for the costs of repair or replacement of any portion of the Association property not paid by the Association's insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Association's declaration or the rules of the Association by a townhome Owner, the members of his or her family, town home unit occupants, townhome tenants, townhome guests, or townhome invitees, without compromise of the subrogation rights of the insurer.

If the townhome Owner fails to obtain adequate insurance, then such Owner has elected to self-insure his or her townhome unit, including its contents and personal property. Should the Association for whatever reason bear the cost of repairing or replacing portions of the Association property or to another townhome unit, then the Association shall have a right to seek contribution or subrogation against the townhome Owner.

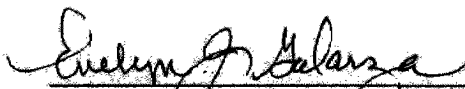
3. Reaffirmation. Except as expressly modified hereby, all terms and provisions of the Declaration are hereby ratified, confirmed and shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed as of the day and year first above written.

WITNESSES:


Print Name: Hunter Chastain

"DECLARANT"
EAGLE CREEK DEVELOPMENT
CORPORATION, a Florida corporation


Print Name: Evelyn S. Galarza

By:  [Seal]
Nick Gluckman
Title: President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, Nick Gluckman, as the authorized agent and President of Eagle Creek Development Corporation, a Florida corporation, to me well known to be the person described in and

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who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of the corporation.

WITNESS my hand and the official seal this 24 day of February, 2014.

Evelyn J. Galarza
Notary Public, State of Florida
My commission expires: June 17, 2015

(NOTARY SEAL)



Note:

- 12th supplement – annexed Village M Phase 1
- 11th supplement – annexed Village G Phase 2
- 10th supplement – annexed Village L Phase I
- 9th supplement – annexed Phase 1C-2 Part D Village F
- 8th supplement – annexed Phase 1C-2 Part C Village F
- 7th supplement – annexed Phase 1C-2 Part A Village F
- 6th supplement – annexed Village G Phase I

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