

Prepared by and Return to:
Robert L. Taylor, Esq.
Becker & Poliakoff
111 N. Orange Avenue, Suite 1400
Orlando, FL 32801



**SIXTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK**

THIS SIXTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK (this “**Supplemental Declaration**”) is made on this 1st day of December, 2014, by **EAGLE CREEK DEVELOPMENT CORPORATION**, a Florida corporation, having an address of 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (“**Declarant**”).

RECITALS:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek on January 7, 2004 in Official Records Book (“**ORB**”) 7254, Page 4027, as the same was supplemented and amended by the following: First Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded November 17, 2004 in ORB 7705, Page 1201, the Second Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded May 19, 2005 in ORB 7976, Page 4596, Second Supplement to Declaration of Covenants, Conditions, Easements and Restrictions recorded October 13, 2006 in ORB 8914, Page 2921, First Amendment to Second Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded October 11, 2007 in ORB 9467, Page 4164, Certificate of Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded July 17, 2009 in ORB 9903, Page 8161, Third Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded January 8, 2010 in ORB 9985, Page 4095, Fourth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded May 14, 2010 in ORB 10044, Page 4403, Fifth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded October 12, 2011 in ORB 10280, Page 841, Fifth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded April 2, 2012 in ORB 10355, Page 2814, Sixth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded on May 3, 2012 in ORB 10370, Page 6648, Sixth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded October 3, 2012 in ORB 10451, Page 3943, Seventh Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded November 16, 2012 in ORB 10475, Page 5310, Eighth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded January

28, 2013 in ORB 10512, Page 2525, Ninth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded June 20, 2013 in ORB 10588, Page 8270, Tenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded September 24, 2013 in ORB 10639, Page 788, Eleventh Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded December 11, 2013 in ORB 10675, Page 7459, Release from Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded December 20, 2013 in ORB 10679, Page 8737, Twelfth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded January 23, 2014 in ORB 10692, Page 8208, Corrective Release from Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded January 31, 2014 in ORB 10696, Page 6842, Thirteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded April 22, 2014 in ORB 10733, Page 5124, Fourteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded April 22, 2014 in ORB 10733, Page 5121 (the “**Fourteenth Supplement**”), Fifteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded July 7, 2014 in ORB 10769, Page 2242, and Amendment to Twelfth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded July 28, 2014 in ORB 10780, Page 5278, all of the Public Records of Orange County, Florida (collectively referred to herein as the “**Declaration**”); and

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 provides that until the Turnover meeting occurs, Declarant reserves for itself the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of the Declaration or the restrictive covenants contained in 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, Turnover and the Turnover meeting have not occurred.

NOW THEREFORE, the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals; Capitalized Terms. The recitals stated above are true and correct and are incorporated herein by this reference. Capitalized terms used in this Supplemental Declaration, unless otherwise defined in this Supplemental Declaration, shall have the meanings ascribed to them in the Declaration.

2. Article I, Section Z, of the Declaration is hereby deleted and replaced with the following:

“Z. "Land Use Plan" shall mean and refer to the Planned Development Land Use Plan for Eagle Creek Golf Community, prepared by Vanasse Hangen Brustlin, Inc., Revised June 29, 2012, as the same may be amended, supplemented, restated and/or replaced from time to time.”

3. Article I, Section UU, of the Declaration is hereby deleted and replaced with the following:

“UU. "Village" shall mean and refer to each numbered portion of the Property designated on the Master Plan attached hereto as Exhibit “D”, as the same may be amended from time to time, or to another portion of Eagle Creek as may be designated a Village by Declarant pursuant to the provisions of Article VI, Section 5, of this Declaration; provided, however, that no such portion of Eagle Creek dedicated or conveyed to governmental or quasi-governmental entities for use by or on behalf of the public shall be included in the definition of "Village.”

4. Article VII, Section 6(G), of the Declaration is hereby deleted and replaced with the following:

“G. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to this Declaration and the Articles of Incorporation.”

5. Article VII, Section 8(A), of the Declaration is hereby deleted, with such section being reserved for future use.

6. Article IX, Section 4, of the Declaration is hereby amended to delete the second and third paragraphs thereof and replace them with the following:

“The Annual Assessments to be levied for the coming year shall be allocated to each Lot by dividing the budgeted Common Expenses by the sum of all Lots subject to assessment. The resulting figure shall be the "Assessment" applicable to each Lot. Except as set forth in Section 6 below with respect to Declarant, the Assessment shall, for each Parcel that is not yet subdivided into Lots, be assessed as if such Parcel had already been subdivided into the number of Lots planned for development on such Parcel as determined by Declarant. Commercial Parcels shall be assessed based upon a Supplement or other written agreement between the Owner(s) of such Commercial Parcel and the Association, or, absent such agreement, assessed against such Commercial parcel as reasonably determined by Declarant.

Notwithstanding anything in the foregoing to the contrary, the Annual Assessments for Common Expenses attributable to Limited Common Property shall be computed by dividing such budgeted Common Expenses by the sum of all Lots responsible for such Common Expenses and the resulting figure shall be the "Limited Common Expense Assessment" and shall be assessed against, and paid by, only the Owners owning Lots benefiting from the applicable Limited Common Property, and the aforescribed Limited Common Expenses Assessment shall be allocated among the Lots in the same manner as the Assessment for Common Expenses described above."

7. Article IX, Section 6, of the Declaration is hereby amended by adding the following additional paragraph at the end of such Section:

"In addition to any Assessments, Special Assessments, late fees, interest or other income received by the Association any money received by the Association, from any source, may be used to offset any actual costs when determining outstanding deficit funding amounts owed by Declarant."

8. Article IX, Section 12, of the Declaration is hereby amended by deleting from the ninth line the phrase "Assessments per Village for".

9. Article IX, Section 16, of the Declaration is hereby amended by deleting the third paragraph thereof and replacing it with the following:

"The Association, acting on behalf of the Owners, shall have the power to bid for a Parcel at the Association's lien foreclosure sale (hereafter, the "**Foreclosed Parcel**") and to acquire and hold, lease, mortgage, and convey such Foreclosed Parcel. During the period in which a Foreclosed Parcel is owned by the Association following lien foreclosure or pursuant to a deed in lieu of lien foreclosure: (a) no right to vote shall be exercised with respect to such Foreclosed Parcel; and (b) Assessments shall be assessed or levied against such Foreclosed Parcel in the same manner as if it were owned by its former Owner, however, the Association's budget may include a line item to account for uncollectable amounts or bad debt allowances arising from such ownership and treat such as a Common Expense. Suit to recover a money judgment against an Owner for unpaid Common Expenses and attorneys' fees and costs shall be maintainable without foreclosing or waiving the lien securing the same."

10. Exhibit "D" to the Declaration is hereby deleted and the attached **Exhibit "D"** is substituted therefor and is referred to herein, as amended from time to time, as the "**Master Plan**".

11. 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.

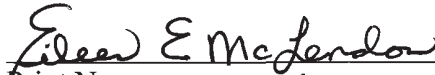
IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed as of the day and year first above written.


WITNESSES:

“DECLARANT”


Print Name: ANTONIO GO

EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation


Print Name: Eileen E McLendon


By: 
Printed Name: Jonathan Claber
Title: President

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day personally appeared before me, Jonathan Claber, as President of Eagle Creek Development Corporation, a Florida corporation, to me well known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he/she executed the same on behalf of said corporation.

WITNESS my hand and the official seal this 1st day of December, 2014.




Notary Public, State of Florida
My commission expires: 10/17/2016

(NOTARY SEAL)

Exhibit "D"

Eagle Creek Master Plan

Village Designations as of December 1, 2014

