

Prepared by, Record and Return to:
Lawrence B. Pitt, Esq.
Eagle Creek Development Corporation
c/o Emerson International, Inc.
370 CenterPointe Circle, Suite 1136
Altamonte Springs, FL 32701

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08/17/2016 03:28:22 PM Page 1 of 10
Rec Fee: \$86.50
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To: EAGLE CREEK DEVELOPMENT C



[Cross-Reference to
ORB 7254, Page 4027,
Doc #20040009798]

**TWENTY-FIFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK**

THIS TWENTY-FIFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK (this "Supplement") is made effective as of the 17th day of August, 2016, by **EAGLE CREEK DEVELOPMENT CORPORATION**, a Florida corporation, having an address of 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (the "**Declarant**").

WITNESSETH:

WHEREAS, the 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, 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 (the "**Second Supplement**"), 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, and this Supplement to Declaration of Covenants,

1

State of FLORIDA, County of ORANGE
I hereby Supplement to Declaration of Covenants,
the document as reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By: _____
Deputy Comptroller
Date: 08-17-16



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, Fifteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded July 7, 2014 in ORB 10769, Page 2242, Amendment to Twelfth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded July 28, 2014 in ORB 10780, Page 5278, Sixteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded December 2, 2014 in ORB 10842, Page 7222, Seventeenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 14, 2015 in ORB 10968, Page 221 (the **“Seventeenth Supplement”**), Eighteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded September 15, 2015 in ORB 10983, Page 5048, Nineteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded September 23, 2015 in ORB 10987, Page 0398, Twentieth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded October 20, 2015 in ORB 11000, Page 4790, Twenty-First Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded October 23, 2015 in ORB 11002, Page 6965, Twenty-Second Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded November 2, 2015, in ORB 11006, Page 5608, Twenty-Third Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 16, 2016 as Document Number 20160079131, and Twenty-Fourth Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 10, 2016 as Document Number 20160412076, 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 affecting the Property (as defined in the Declaration) and provides for certain membership, property rights, obligations and other matters affecting the Property and its Owners (as defined in the Declaration); and

WHEREAS, Article II, Section 2.A., of the Declaration, as amended by the Seventeenth Supplement, provides that the Declarant shall have the right, but not the obligation, at any time and from time to time, in its sole and absolute discretion, and without notice to or the approval of any other party to impose the Declaration upon any real property located within Eagle Creek; and

WHEREAS, Eagle Creek Phase 1C-Village E was annexed to the Property and made subject to the Declaration and the Association (as defined in the Declaration) pursuant to the Second Supplement; and

WHEREAS, Eagle Creek Phase 1C -Village E contains, among other things, two (2) buildings commonly known as Building 10 and Building 11 (“**Building 10**” and “**Building 11**”, respectively, and together, the “**Buildings**”) as more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference, each of which Buildings contains five (5) Lots (each, together with the improvements located thereon, a “**Subject Golf Villa**” and together, the “**Subject Golf Villas**”); and

WHEREAS, each of the Subject Golf Villas contains a subterranean retaining wall and a layer of geogrid reinforcement (collectively, the “**Retaining Wall**”) and a drainage pipe running horizontally along the back lot line of each of the Subject Golf Villas (the “**Drainage Pipe**”); and

WHEREAS, the Declarant and the Association desire to supplement the Declaration for the purposes of: (i) imposing on the Association the obligation to perform (or cause to be performed) the Retaining Wall Repairs and the Drainage Pipe Repairs (both as hereinafter defined); (ii) reserving a permanent, perpetual, non-exclusive right and easement on, over, under and across the Subject Golf Villas for the purposes of performing (and/or causing to be performed) the Retaining Wall Repairs and the Drainage Pipe Repairs; and (iii) restricting certain uses within such portions of the Subject Golf Villas.

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

1. Recitals. The recitals stated above are true and correct and are incorporated herein by this reference. The definitions set forth in the Declaration are incorporated herein and made a part hereof by this reference. Capitalized terms used in this Supplement, unless otherwise defined in this Supplement, shall have the meanings ascribed to them in the Declaration.

2. Subject Golf Villas. The following provisions shall apply to the Subject Golf Villas but not generally to the Property:

2.1. Additional Definitions. In addition to the defined terms set forth in the recitals above and incorporated herein by this reference, for purposes of this Supplement, the following additional capitalized terms are defined:

2.1.1. “**Drainage Pipe Repairs**” shall mean the placement, installation, inspection, maintenance, operation, repair and replacement of the Drainage Pipe, including, without limitation, any portion of the landscaping and irrigation system affected thereby.

2.1.2. “**Easement Area**” shall have the meaning ascribed thereto in Section 2.1.5.

2.1.3. “**Repairs**” shall mean any or all of the Drainage Pipe Repairs and/or Retaining Wall Repairs.

2.1.4. “**Retaining Wall Repairs**” shall mean the placement, inspection, maintenance, operation, repair and replacement of the Retaining Wall, including, without limitation, the geogrid reinforcement and any portion of the landscaping and irrigation system affected thereby.

2.1.5. Easement for Repairs. In addition to the rights provided under Article VIII, Sections 7, 8 and 15 of the Declaration, the Declarant hereby reserves for itself, its successors and assigns, and all of their respective designated contractors, vendors, material suppliers, agents and designees, and grants to the Association, for itself, its successors and assigns, and all of their respective designated contractors, vendors, material suppliers, agents and designees, the permanent, perpetual, non-exclusive right and easement to enter across, upon, over and through the portion of the Subject Golf Villas shown as cross-hatched on Composite Exhibit "B" attached hereto and made a part hereof (the "**Easement Area**"), as necessary and/or appropriate, to access the Easement Area for the purpose of performing the Repairs.

2.2. Repair and Restoration. If the Retaining Wall and/or the Drainage Pipe, or any portion thereof, is in need of Repairs, as determined by Declarant (until Turnover) and the Board (after Turnover), the Association shall perform, or cause to be performed, such Repairs, and shall have the right to enter onto the Easement Area for the purpose of performing, and/or causing to be performed, such Repairs. In order to fund the cost of the Association's responsibilities under this Section 2.2, the Association shall charge the costs thereof to all Owners of Lots in Eagle Creek Phase 1C-Village E, according to the plat thereof as recorded in Plat Book 67, Pages 52 through 55, inclusive, of the Public Records of Orange County, Florida (and all replats thereof), such Lots, together, being commonly referred to as (and herein so called) "**Curzon Place**", as an additional component of the Curzon Place assessments levied against the Curzon Place Lots and collected by the Association. In addition, the Association shall establish and levy against the Curzon Place Lots such reserves as the Board deems appropriate for the Retaining Wall, Drainage Pipe, and the Repairs therefor, and may establish a separate reserve account related thereto, or may pool such reserves with other reserves for Curzon Place.

2.3. Owner's Obligations and Duty to Repair. No Owner or its family, guests and/or invitees shall, at any time:

2.3.1. interfere with or interrupt, in any manner, the Declarant's and/or the Association's access to the Easement Area for the purpose of performing, or causing to be performed, the Repairs;

2.3.2. dig in the Easement Area including, without limitation, for the installation of shrubs, trees or other landscaping and fencing, without the prior written approval of the Declarant (prior to Turnover) or the Association (after Turnover);

2.3.3. perform any digging approved by the Declarant and/or the Association other than by hand and/or exceeding a maximum depth of twenty-four (24) inches below the surface of the ground; and/or

2.3.4. install a pool or any other improvements resulting in any disturbance of the Easement Area.

If any damage to the Retaining Wall and/or the Drainage Pipe is caused by the act or omission of an Owner and/or its family, guests and/or invitees, including, without limitation, any breach of this Section 2.3 (any such act or omission being referred to herein as "**Owner Damage**"), such Owner shall be jointly and severally liable to the Declarant and/or the Association, as applicable, for the cost thereof, without

prejudice, however, to the right of any such Owner to collect a larger contribution from any other Owner(s) under any rule of law regarding liability for negligent or willful acts or omissions. If any Owner Damage is not covered by such Owner's insurance, then the Declarant and/or the Association, each in its respective sole and absolute discretion may, but shall not be required to, recover from such Owner the cost incurred by the Declarant and/or the Association in performing the Repairs plus an administrative fee equal to twenty percent (20%) of all costs incurred in performing any such Repairs, and such amounts shall be immediately due and payable without further notice. Any and all costs described above which may be levied by the Association against a Subject Golf Villa and collected from an Owner in accordance with this Section 2.3 shall constitute an individual Assessment for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of Assessments. No bids need to be obtained by the Association or the Declarant for any such work and the Association or the Declarant, as applicable, shall designate the contractor in its sole discretion.

2.4. Hazard Insurance on Subject Golf Villas. The Association may elect to obtain and maintain, in addition to any and all other insurance which the Association may elect to obtain and maintain, hazard insurance covering the Retaining Wall and the Drainage Pipe; provided, however, that whether or not the Association maintains such insurance, each Owner, and any tenant of any such Owner, shall be solely responsible for obtaining (i) such liability insurance as may be necessary to protect such Owner or tenant (as the case may be) against claims typically covered by liability insurance; and (ii) such other insurance as may be necessary to insure the Subject Golf Villa and such Owner's or such tenant's personal property, as the case may be.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

SIGNATURE PAGE FOLLOWS]

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

WITNESSES:

DECLARANT:

Colleen Bolena

Print Name: Colleen Bolena

Lakeya Gaines

Print Name: Lakeya Gaines

EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation

Jonathan Claber

By: _____

Name: Jonathan Claber

Title: President

STATE OF FLORIDA
COUNTY OF SEMINOLE

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 executed the same on behalf of said corporation.

WITNESS my hand and the official seal this 17th day of August, 2016.



COLLEEN BOLENA
MY COMMISSION # EE 844481
EXPIRES: October 17, 2016
Bonded Thru Budget Notary Services

Colleen Bolena

Notary Public, State of Florida

My commission expires: 10/17/2016

(NOTARY SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT GOLF VILLAS

Lots 52, 53, 54, 55 and 56, **EAGLE CREEK PHASE 1C - VILLAGE E**, according to the plat thereof as recorded in Plat Book 67, Pages 52 through 55, inclusive, of the Public Records of Orange County, Florida ("**Building 11**"); and

Lots 50 and 51, **EAGLE CREEK PHASE 1C - VILLAGE E**, according to the plat thereof as recorded in Plat Book 67, Pages 52 through 55, inclusive, of the Public Records of Orange County, Florida (a portion of "**Building 10**"); and

Lots 145, 146 and 147, **EAGLE CREEK PHASE 1C - PART B VILLAGE E - REPLAT**, according to the plat thereof as recorded in Plat Book 78, Page 54 of the Public Records of Orange County, Florida (together with the real property immediately described above, "**Building 10**").

COMPOSITE EXHIBIT "B"

DESCRIPTION OF EASEMENT AREA

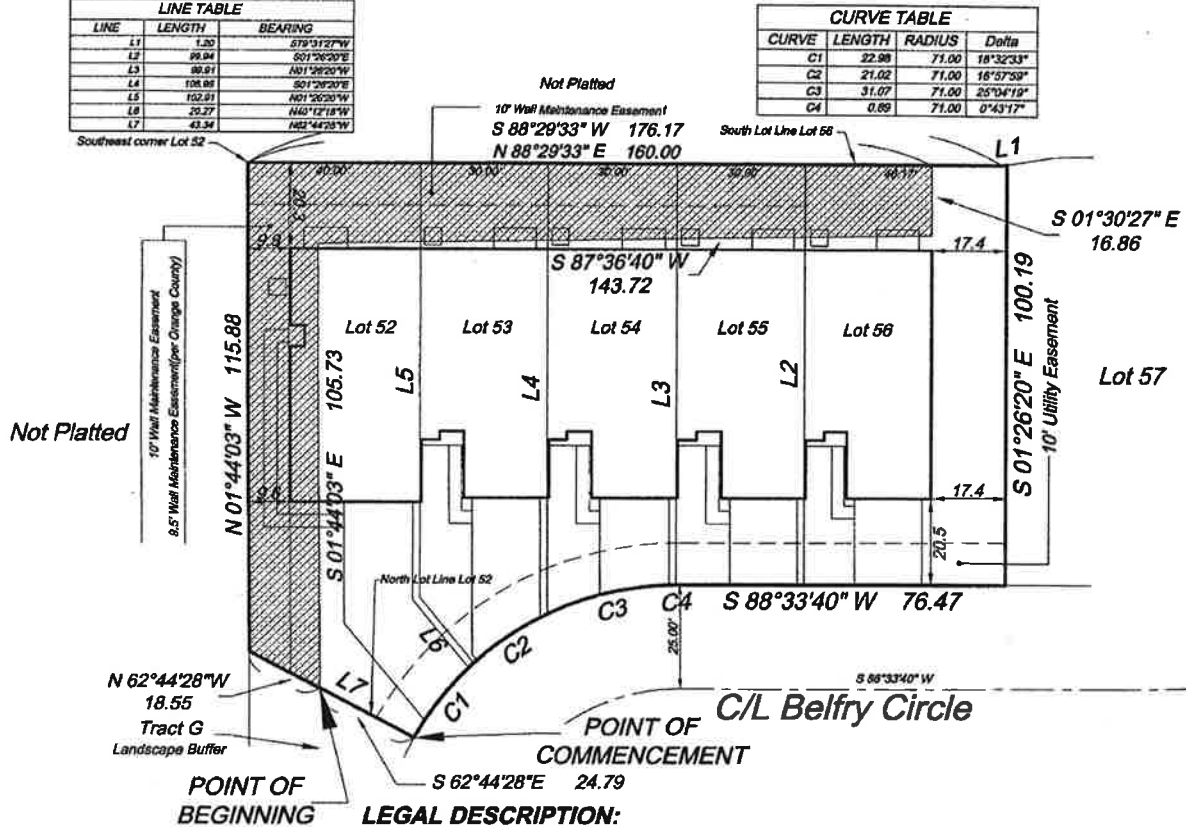
[ATTACHED]

CONTINUED ON FOLLOWING PAGES

SKETCH OF DESCRIPTION

LINE	LENGTH	BEARING
L1	1.20	S79°12'27"W
L2	86.94	S01°26'20"E
L3	80.91	N01°28'20"W
L4	108.86	S01°26'20"E
L5	102.81	N01°26'20"W
L6	25.27	N62°12'18"W
L7	43.34	N82°44'28"W

CURVE	LENGTH	RADIUS	Delta
C1	22.98	71.00	18°32'33"
C2	21.02	71.00	16°57'59"
C3	31.07	71.00	25°04'19"
C4	0.89	71.00	0°43'17"



LEGAL DESCRIPTION:

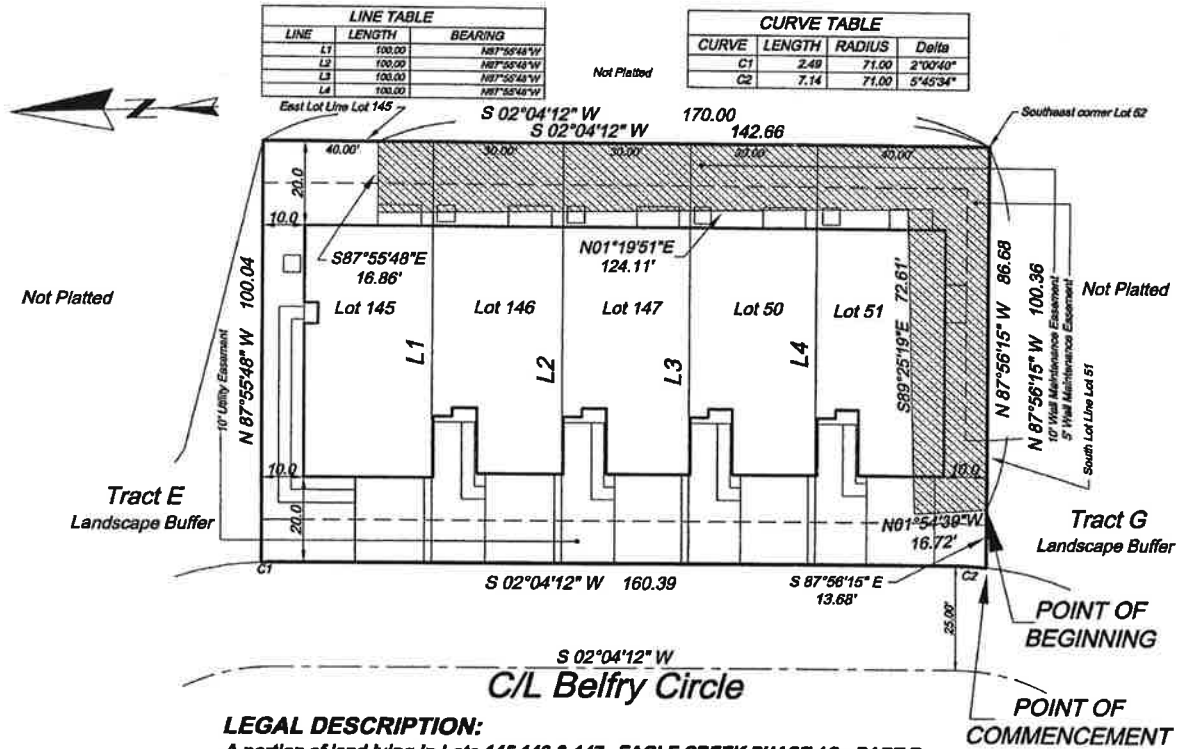
A portion of land lying in Lots 52, 53, 54, 55 & 56, EAGLE CREEK PHASE 1C - VILLAGE E according to the plat thereof as recorded in Plat Book 67, Pages 52-55 of the public records of Orange County, Florida

More particularly described as follows:

Commencing at the Northernly most corner of the aforementioned Lot 52, run South 62 degrees 44 minutes 28 seconds East a distance of 24.79 feet along the North lot line of Lot 52 to the POINT OF BEGINNING; thence South 1 degree 44 minutes 03 seconds East, a distance of 105.73 feet; thence South 87 degrees 36 minutes 40 seconds West, a distance of 143.72 feet; thence South 1 degree 30 minutes 27 seconds East, a distance of 16.86 feet to a point on the South lot line of the aforementioned Lot 56; thence North 88 degrees 29 minutes 33 seconds East, a distance of 160.00 feet to the Southeast corner of Lot 52; thence North 1 degree 44 minutes 03 seconds West, a distance of 115.88 feet; thence North 62 degrees 44 minutes 28 seconds West, a distance of 18.55 feet, returning to the POINT OF BEGINNING.

Containing 4,534.53 square feet or 0.1000 acres more or less.

SKETCH OF DESCRIPTION



LEGAL DESCRIPTION:

A portion of land lying in Lots 145, 146 & 147, EAGLE CREEK PHASE 1C - PART B VILLAGE E - REPLAT according to the plat thereof as recorded in Plat Book 78, Page 54 and Lots 50 & 51, EAGLE CREEK PHASE 1C - VILLAGE E according to the plat thereof as recorded in Plat Book 67, Pages 52-55 of the public records of Orange County, Florida

More particularly described as follows:

Commencing at the Southwest corner of the aforementioned Lot 51, run South 87 degrees 56 minutes 15 seconds East a distance of 13.68 feet along the South lot line of Lot 51 to the POINT OF BEGINNING; thence North 1 degree 54 minutes 39 seconds West, a distance of 16.72 feet; thence South 89 degrees 25 minutes 19 seconds East, a distance of 72.61 feet; thence North 1 degree 19 minutes 51 seconds East, a distance of 124.11 feet; thence South 87 degrees 55 minutes 48 seconds East, a distance of 16.86 feet to a point on the East lot line of the aforementioned Lot 145; thence South 2 degrees 4 minutes 12 seconds West, a distance of 142.66 feet to the Southeast corner of Lot 51, thence North 87 degrees 56 minutes 15 seconds West, a distance of 86.68 feet, returning to the POINT OF BEGINNING.

Containing 3,545.60 square feet or 0.0814 acres more or less.