

Prepared by and Return to:  
Karen Wonsetler, Esq.  
Wonsetler & Webner, P.A.  
860 N. Orange Avenue, Suite 135  
Orlando, FL 32801



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

State of FLORIDA, County of ORANGE  
I hereby certify that this is a true copy of  
the document as reflected in the Official Records  
PHIL DIAMOND, COUNTY COMPTROLLER  
BY: *[Signature]*, D.C.  
DATED: FEB 10 2017



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

THIS TWENTY-EIGHTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK (this "Supplement") is made effective as of the 9<sup>th</sup> day of February, 2017 (the "Effective Date"), by EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation, having an address of 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 ("Declarant").

**WITNESSETH:**

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, 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, 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, and 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, Twenty-Fourth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 10, 2016 as Document Number 20160412076, Twenty-Fifth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 17, 2016 as Document Number 20160429784, the Twenty-Sixth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded December 21, 2016 as Document Number 20160661062, and the Twenty-Seventh Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek to be

recorded, 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 and provides for certain membership, property rights, obligations and other matters affecting the Property and its Owners; 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


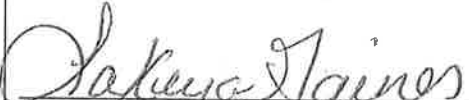

**WHEREAS**, Turnover and the Turnover meeting have not occurred.

**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 Supplement, unless otherwise defined in this Supplement, shall have the meanings ascribed to them in the Declaration.
2. Amendments to the Declaration. Article XI, Section 10(E), of the Declaration is hereby amended as set forth in Exhibit “A” attached hereto and made a part hereof by this reference.
3. Grandfathering of Existing Leases. This is a procedural and not a substantive Supplement. The provisions of this Supplement shall not apply to any lease, license or other occupancy agreement of any Residential Lot between an Owner and a tenant or occupant (each hereinafter referred to as a “Lease” and more than one hereinafter referred to as “Leases”) that has been executed prior to the Effective Date of this Supplement, but shall apply to any new Leases or any extensions of the term of any existing Leases (unless the tenant or occupant has, as of the Effective Date, the right to extend the term of such existing Lease) executed after the Effective Date hereof.
4. Severability: If any portion or section of this Supplement is deemed by legal order to be illegal or unenforceable, this Supplement shall be deemed modified to the extent necessary to render it legal and enforceable.
5. 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:
 Print Name: <u>Colleen Bolena</u>  Print Name: <u>Lakeya Gaines</u>	<b>EAGLE CREEK DEVELOPMENT CORPORATION</b> , a Florida corporation  By:  Name: Lawrence B. Pitt Title: Vice President and General Counsel

STATE OF FLORIDA  
COUNTY OF SEMINOLE

On this day personally appeared before me, Lawrence B. Pitt, as Vice President and General Counsel 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 9<sup>th</sup> day of February, 2017.



COLLEEN BOLENA  
MY COMMISSION # GG 043484  
EXPIRES: October 31, 2020  
Bonded Thru Budget Notary Service



Notary Public, State of Florida  
My commission expires: 10/31/2020

(NOTARY SEAL)

**Exhibit "A"**

Article XI, Section 10(E), of the Declaration, is hereby amended to read as follows:

"E. No Use Amendment may prohibit the leasing or transfer of any Lot or require the consent of the Association therefor, pursuant to and consistent with the terms and provisions of this Declaration; provided, however, that the Association may enforce the minimum Lease term restrictions as otherwise set forth in this Declaration. For purposes of this Declaration, the term "**Lease**" shall mean and refer to a lease, license or other occupancy agreement between an Owner and a tenant or occupant for any Residential Lot in Eagle Creek and the term "**Leases**" shall mean and refer to more than one Lease. The Board of Directors shall be permitted to set forth reasonable policies, procedures, rules and requirements in order to facilitate obtaining information on the minimum Lease terms and in aid of ensuring compliance or enforcement of such terms and of any other provision of the governing documents. The following constitute the policies, procedures, rules and requirements applicable to Leases of Residential Lots and homes within Eagle Creek:

a. Mandatory Provisions in Leases; Copies Provided to Association.

Any Owner intending to lease or otherwise let a Residential Lot or home shall provide the Association, via its community association manager, with written notice of such intention, accompanied by a copy of the proposed Lease, prior to execution of such Lease by the Owner and at least ten (10) days prior to the first day of occupancy under the Lease, which Lease shall include: (i) the name of all adult residents who will occupy such Residential Lot [irrespective of whether all adults are named as tenants]; (ii) affirmation of the total number of persons who will occupy the Residential Lot; (iii) acknowledgement of the Association having the right to bring appropriate proceedings to evict any tenant or occupant should such tenant or occupant violate the Association's governing documents; (iv) acknowledgement that the Association is a third party beneficiary of the rights of the Owner under the Lease; (v) notation of the minimal initial term of the Lease, which shall be in compliance with the provisions of this Declaration; and (vi) such other restrictions,

requirements and prohibitions as are set forth herein. Once the Lease is fully executed, a copy shall be provided to the Association within seven (7) days thereafter.

b. Minimal Lease Terms & Provisions; Maximum Occupancy Restrictions. All Leases shall be in writing and shall be for a minimum initial term of seven (7) months. An Owner shall not be entitled to lease or otherwise let a Residential Lot more than two (2) times within any given calendar year. A Lease must be for the entire Residential Lot and home thereon (e.g., Owners may not lease or otherwise let individual rooms or portions of a Residential Lot or home). No Residential Lot or home may be rented, leased or otherwise let or used for hotel or transient purposes or for short term rentals, licenses or exchanges, including home or room exchanges such as "Airbnb" and the like.

The total occupancy for any leased or otherwise let home shall be no more than two (2) adults per bedroom maximum.

c. Owner's Obligation to Investigate Criminal Background and Credit Worthiness of Proposed tenant. The Association shall have no obligation to investigate the background of any proposed tenant or occupant, including but not limited to, criminal background checks, credit checks, employment verification, prior rental history or the like. The Association does not make any representations as to the trustworthiness of any tenant or occupant nor can any representation be considered implied or imputed based upon the fact that the Association has received a copy of the Lease entered into with such tenant or occupant or the Association issues access codes, stickers or the like to a tenant or occupant. Each Owner intending to lease or otherwise let his or her Residential Lot and home has the sole obligation to investigate the criminal background and creditworthiness of each proposed tenant and occupant and shall be liable to the Association and its Members for damage committed or caused by Owner's tenant or occupant. Owners shall hold harmless and indemnify the Association and Declarant for any and all allegations, civil, administrative or criminal, for acts, including failure to act, caused or committed by Owner's tenant or occupant. The submission of a copy of a proposed Lease to the Association and/or the execution of a Lease allowing a tenant or occupant to occupy the Residential Lot and home of an Owner shall constitute a representation and warranty by the Owner that the Owner has conducted a background and credit check of the proposed

tenant and adult occupants through a qualified third party or property management firm that regularly provides criminal or credit background checks to property owners or, with respect to criminal background checks, by verifying the status of each tenant and adult occupant through appropriate online data sources maintained by the Florida Department of Law Enforcement (“FDLE”), if available. Owners are advised that as of the date of this Supplement, Criminal History Information may be obtained online through from the FDLE at

<https://web.fdle.state.fl.us/search/app/default;jsessionid=R9h5ko6kfD3Jy163Ks945TbB?0> and information regarding Sexual Offenders and Predators in Florida can be obtained online at <https://offender.fdle.state.fl.us/offender/Search.jsp>. The Association and the Declarant do not represent or warrant the accuracy of the aforementioned websites.

d. Enforcement Rights. Failure of any Owner to comply with the requirements set forth herein may, at the Board’s sole discretion, render a Lease entered into by such Owner null and void *ab initio* and the Association shall have the legal right and authority, but not the obligation, to take any and all legal steps necessary to evict any tenant or occupant who occupies any Residential Lot or home in violation of these requirements. The Owner shall be responsible for reimbursing the Association for any and all costs, including attorney’s fees, incurred by the Association in enforcing its rights hereunder. In addition to the foregoing eviction rights, the Association at all times maintains, without waiver, the right to pursue any other remedies available to the Association with respect to such Owner for breaching the provisions of this Declaration, and any other remedies that may be available at law or in equity.

e. Transfer of Use Rights and Transfer Fee associated with Leasing of a Residential Lot. When an Owner leases or otherwise lets his or her Residential Lot, then, from and after the Effective Date of such Lease through the expiration of the term thereof, or the vacation of the home by the tenant and occupants thereunder, whichever is earlier, the Owner shall not have the right to use any of the Association’s amenities and in lieu of Owner the tenant shall have such rights. In order to administer the transfer of amenity use rights, the Association’s management must be provided with a copy of the fully executed Lease (that complies with all of the requirements herein) prior to the tenant’s or occupant’s first use of any Association amenity, including the issuance of any gate access remote

controls. The Owner of each leased or otherwise let Residential Lot shall be required to pay a fee to the Association to reimburse it for administrative costs incurred in connection with registering each tenant and occupant who will reside on the Residential Lot from time to time, and such administrative fee is hereby initially established at \$125.00. The administrative fee shall be deemed an individual assessment to such Residential Lot, and shall be paid by either the Owner (or by the tenant) prior to the exercising of tenant's or occupant's use or access rights. Unpaid administrative fees shall be subject to late fees, interest and attorney's fees and costs associated with collection, and shall be collectable in the same manner as unpaid Assessments. The Board of Directors has the right to modify the amount of such administrative fee from time to time at any Board Meeting."