

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



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

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

**THIS TWENTY-NINTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK** (this “**Supplement**”) is made effective as of the 3<sup>rd</sup> day of May, 2017, 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, 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, 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 Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 10, 2016 as Document Number 20160412076, and Twenty-Fifth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 17, 2016 as Document Number 20160429784, and Twenty-Sixth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded December 21, 2016 as Document Number 20160661062, and Twenty-Seventh Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 24, 2017 as Document Number 20170104391, and Twenty-Eighth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 10, 2017 as Document Number 20170079606, 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 XIX, Section 3, of the Declaration provides that until the Turnover meeting occurs, the 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; and

**WHEREAS**, the Declarant desires to amend Article VIII of the Declaration for the purposes of providing certain easements to and for the benefit of the golf course described in the Declaration; and

**WHEREAS**, the Declarant desires to further amend Article VIII to create and grant certain easement rights to and for the benefit of the Association (as defined in the Declaration) and the Property.

**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. **Easements Benefiting Eagle Creek Golf Course and Clubhouse**. In furtherance of Article VIII, Section 14, of the Declaration, and in accordance with Article VIII, Section 15, of the Declaration, Article VIII, Section 14, of the Declaration is hereby amended by adding the following at the end thereof:

“As used in this Declaration, the term “**Eagle Creek Golf Course and Clubhouse**” (also sometimes referred to herein as the “golf course” or the “golf course within Eagle Creek” or the “Golf Course”) shall mean, on a particular Measurement Date (as hereinafter defined), the golf course referred to in this Declaration, which is comprised of: (i) real property located within Eagle Creek owned and/or controlled (by easement, license or other agreement) by one or more of the Golf Course Owners (as hereinafter defined) under, upon and/or over which any of the Golf Course Improvements (as hereinafter defined) are located; and (ii) the Golf Course Improvements. As used herein, the following terms shall have the meanings set forth below:

i. “**Measurement Date**” shall mean the date on which a determination is being made as to what real property is part of the Eagle Creek Golf

Course and Clubhouse (and is, therefore, the property benefitted by the reservations and easements contained in this Supplement).

ii. “**Golf Course Owner**” shall mean, whether one (1) or more, the owner(s) of some or all of the Eagle Creek Golf Course and Clubhouse on the applicable Measurement Date.

iii. “**Golf Course Improvements**” shall mean and include any and all facilities and improvements associated with the golf course, such as, but without limitation, clubhouse(s), golf holes, tee boxes, fairways, putting greens, roughs, bunkers, water hazards, driving ranges, cart paths, out-of-bounds areas, and any and all facilities appurtenant thereto and/or serving the foregoing, including, without limitation, service buildings and sheds, driveways, curb cuts, irrigation facilities, landscaping improvements, signage, lighting facilities, drainage facilities, entry features, fencing, walls, sidewalks, equipment, utility lines and facilities, structures and any and all other improvements of any kind or nature (the foregoing list being intended only to illustrate, and not to limit, the types of such facilities and improvements). Notwithstanding the foregoing, Golf Course Improvements shall not include any property now or hereafter owned by the Association or platted into single family or multi-family lots or parcels intended to be conveyed to third parties for commercial development not associated with the Golf Course Improvements.

The following easements are also hereby created, declared, granted and reserved for the benefit of the parties listed below (collectively, the “**Reserved Easements**”):

i. For the benefit of the Eagle Creek Golf Course and Clubhouse, and the Golf Course Owner (which is currently the Declarant), and their respective designees, invitees and guests, employees, contractors, vendors, and materials suppliers, a permanent, perpetual, non-exclusive easement on, over, and across the Common Streets and Roads, including, without limitation, through any gates limiting access to any portion of the Common Streets and Roads, for pedestrian and vehicular ingress, egress and passage, to gain access to, from and between: (a) the Eagle Creek Golf Course and Clubhouse and publicly dedicated rights of way adjacent to Eagle Creek; and (b) various portions of the Eagle Creek Golf Course and Clubhouse (for example, but not limited to, across cart path crossings);

ii. For the benefit of the Eagle Creek Golf Course and Clubhouse, and the Golf Course Owner (which is currently the Declarant), and their respective employees, contractors, vendors, and materials suppliers:

a. a permanent, perpetual, non-exclusive ingress and egress easement on, over, under and across the Common Property abutting the Eagle Creek Golf Course and Clubhouse to improve, repair, replace and maintain the Eagle Creek Golf Course and Clubhouse;

b. a permanent, perpetual, non-exclusive ingress and egress easement on, over, and across the Common Property (including, without limitation, the Common Streets and Roads) to construct, install, repair, maintain, relocate and replace Golf Course Improvements (provided that neither the Declarant nor its successors and assigns shall have any obligation to construct or install any such improvements or facilities); and

c. a permanent, perpetual, non-exclusive right and easement on, over, under, across, into and through the Common Property for storm water collection, retention, detention, drainage and discharge from the Eagle Creek Golf Course and Clubhouse on, over, under, across, into and through the Surface Water Management System.

The Reserved Easements for ingress, egress and passage shall be subject to reasonable rules for stoppage at security gates for identification purposes, as may from time to time be reasonably established and promulgated by the Association; provided however, that the use of such easements shall not be subject to the payment of a fee or charge. In connection with the use of the Surface Water Management System, the Golf Course Owner shall comply with, and cause its designees, invitees and guests, employees, contractors, vendors, and material suppliers to comply with, all permits or other approvals associated with the Surface Water Management System, including, but not limited to, SFWMD Permit No. 48-01290-P, Application No. 020528-14.

The rights and obligations described in the Reserved Easements are intended as, and shall be, covenants running with the Eagle Creek Golf Course and Clubhouse and the Common Property, and shall be binding upon and inure to the benefit of the owners thereof. The Golf Course Owner shall have the right, from time to time, to assign to third parties all or part of its or their rights under the Reserved Easements and the Association shall acknowledge such assignment within thirty (30) days after written request from a Golf Course Owner, but such acknowledgement shall not be required in order that such assignment be valid. The provisions of this paragraph are not intended to create any rights of or grants to third parties under the Reserved Easements unless and until such rights are specifically assigned by the then Golf Course Owner.

In addition to the rights specifically granted in and by the Reserved Easements, the parties benefitted by the Reserved Easements shall have and are hereby granted any and all such further and ancillary rights as are or may be necessary and/or appropriate for such parties to be able to fully utilize and enjoy the rights specifically granted by the Reserved Easements.”

3. Utility Easements Benefiting the Association and Property. In furtherance of Article VIII, Section 2, of the Declaration, and in accordance with Article VIII, Section 15, of the

Declaration, Article VIII, Section 2, of the Declaration is hereby amended by adding the following at the end thereof:

“There is hereby created, declared, granted and reserved for the benefit of the Property, Declarant, the Association and their respective designated (in writing) successors and assigns, designees, invitees and guests, employees, contractors, vendors, and materials suppliers, a permanent, perpetual and non-exclusive easement to utilize any and all utility easements created and/or reserved on any Plats for the purposes and uses designated for such easements.

In addition to the rights specifically granted in and by the aforesaid easement, the Association shall have and is hereby granted any and all such further and ancillary rights as are or may be necessary and/or appropriate for the Association to be able to fully utilize and enjoy the rights specifically granted by the aforesaid easement.

The rights and obligations described above are intended as, and shall be, covenants running with the land, and shall be binding upon and inure to the benefit of the owners thereof and their respective designated successors-in-title.”

4. Failure to Maintain. Article XIX, Section 10 of the Declaration, is hereby amended by adding the following at the end thereof:

“If the Association fails to maintain the Common Property as required under this Declaration, and, as a result thereof, any Golf Course Owner is not receiving the benefit of the easements granted to it under this Declaration, the applicable Golf Course Owner shall be entitled to notify the Association in writing specifying the deficiencies and the action required in order to eliminate the breach. Except in the event of an emergency as hereafter provided, the Association shall have a period of fifteen (15) days after receipt of said written notice in which to correct the alleged deficiencies, or such longer period of time, not exceeding ninety (90) days, as may reasonably be necessary if the deficiency is not reasonably susceptible to cure within said fifteen (15) day period and provided that the Association commences corrective action within ten (10) days after receipt of said written notice from the Golf Course Owner and thereafter diligently pursues corrective action to completion in a diligent and continuous manner. If the Association fails to commence, diligently pursue and complete the required corrective action as hereinabove set forth, then the Association shall be in default of this Declaration and the Golf Course Owner shall have, and the Association hereby grants and conveys, in addition to all other available rights and remedies available at law and in equity, the right (but not the obligation), authority and easement for such purposes on the part of the Golf Course Owner and the Golf Course Owner’s employees, contractors, vendors, and materials suppliers to enter upon the Common Property in order to perform appropriate corrective action to eliminate the deficiencies specified in the written notice from a Golf Course Owner. All reasonable costs incurred by a Golf Course Owner shall be paid by the Association

to the Golf Course Owner. Notwithstanding the foregoing, in the event of any emergency affecting the Eagle Creek Golf Course and Clubhouse, which the Golf Course Owner reasonably believes poses an immediate threat of damage or injury to person or property or poses a substantial risk of interference with essential services, the affected Golf Course Owner may enter upon the Common Property, and may take such corrective action and expend a reasonable amount of money to prevent or abate such damage or injury or to avoid or abate such interference; provided that: (x) the Golf Course Owner shall attempt to give the Association such prior notice as is practicable under the circumstances (which notice may be oral); and (y) the Golf Course Owner shall take only such steps as are reasonably necessary in order to prevent such damage or injury or interference with essential services. The Association shall pay such reimbursement to the Golf Course Owner within thirty (30) days after receipt by the Association of a written request for payment, which request shall be accompanied by an accounting evidencing in reasonable detail the purpose of the expenditure, the amount spent and prior payments.”

5. Interpretation. If any provision, covenant, condition, restriction or obligation set forth in this Supplement is capable of two (2) interpretations, one (1) of which would render the provision, covenant, condition, restriction or obligation void and the other of which would render the provision, condition, restriction or obligation valid, then the provision, covenant, condition, restriction or obligation shall have the meaning which shall render it valid.

6. Severability. If any provision of this Supplement or its application to any person, entity or circumstance is invalid or unenforceable to any extent, such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time, and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. If the provision invalidated is of such a nature that it cannot be adjusted, the remainder of this Supplement, and the applicability of such provision to other persons, entities or circumstances, shall be valid and enforceable to the fullest extent permitted by law and shall be deemed to be separate from such invalid or unenforceable provisions and shall continue in full force and effect.

7. 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

Heather D. Field  
Print Name: Heather D. Field

**EAGLE CREEK DEVELOPMENT CORPORATION**, a Florida corporation

By: [Signature]  
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 3<sup>rd</sup> day of May, 2017.

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

(NOTARY SEAL)

