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 ORANGE COUNTY, FL
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THIS INSTRUMENT WAS PREPARED BY
 AND SHOULD BE RETURNED TO:

Account No.: 802

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**SECOND SUPPLEMENT TO DECLARATION OF COVENANTS,
 CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
 EAGLE CREEK
 (Phase 1C-Village E)**

THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK (the "Second Supplement") is made as of the 9th day of OCTOBER, 2006, by **EAGLE CREEK DEVELOPMENT CORPORATION**, a Florida corporation, having an address of 370 Center Pointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (the "Declarant"), and **HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC.**, a Florida not-for-profit corporation, having an address of 370 Center Pointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (the "Association").

WITNESSETH:

WHEREAS, Declarant executed the Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek, recorded January 7, 2004, in Official Records Book 7254, Page 4027, as supplemented by First Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek, recorded November 17, 2004, in Official Records Book 7705, Page 1201, all of the Public Records of Orange County, Florida (collectively the "Declaration"); and

WHEREAS, the Declaration sets forth certain easements, restrictions, covenants and conditions applicable to the Property described therein and provides for certain membership property rights and voting rights in an association, a covenant for assessments and other matters; 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 describing the real property to be annexed; and

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WHEREAS, annexation of additional real property shall become effective when the Supplement is recorded in the Public Records of Orange County, Florida; and

WHEREAS, the Declarant and the Association desire to annex to the Declaration the real property described on **Exhibit "A"** attached hereto and incorporated herein by reference ("Eagle Creek Phase 1C-Village E") and thereby make all of Eagle Creek Phase 1C-Village E subject to the terms and conditions of the Declaration and to governance by the Association.

NOW, THEREFORE, the following are declared:

1. The undersigned hereby declare that Eagle Creek Phase 1C-Village E is hereby annexed to the Property (as defined in the Declaration) and made subject to the Declaration and the Association.

2. THE PROPERTIES DELINEATED ON THE PLAT OF EAGLE CREEK PHASE 1C-VILLAGE E ARE SUBJECT TO AIRCRAFT NOISE THAT MAY BE OBJECTIONABLE.

3. The properties delineated on the plat of Eagle Creek Phase 1C-Village E are proposed to have private streets as provided in Article V of the Declaration. The disclosure of Section 9 of Article V of the Declaration shall be applicable to the properties encumbered by said plat.

4. Because Eagle Creek Phase 1C-Village E is a townhome community, the following provisions shall apply to this Village, but not generally to the Property:

A. Additional Definitions.

(a) "Boundary Wall" means and refers to the common wall separating the exterior portion of any two (2) Lots.

(b) "Common Footers" means and refers to the subsurface structural support for a Townhome Residential Building.

(c) "Common Roof" means and refers to the exterior roof covering of a Townhome Residential Building, including all components of said exterior cover and its supporting structure.

(d) "Party Wall" means and refers to the common wall separating one Residence from another Residence in the same Townhome Residential Building.

(e) "Residence" means and refers to that portion of a Townhome Residential Building located on a Lot intended for use and occupancy as a residential dwelling for which a certificate of occupancy has been issued.

(f) "Townhome Residential Building" means and refers to a building containing attached Residences.

B. Party Walls.

(a) General Rules of Law to Apply. To the extent not inconsistent with this Paragraph B, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply concerning a Party Wall.

(b) Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth in this Paragraph B below, the cost of reasonable repair, maintenance and replacement of a Party Wall shall be shared equally by the Owners who make use of the Party Wall and shall be a lien against their respective Lots as provided hereafter.

(c) Repair and Restoration. If a Party Wall is destroyed or damaged or requires structural repair, the Association in the exercise of its reasonable discretion, shall either restore, repair or replace said Party Wall, and each Owner sharing said Party Wall shall be jointly and severally liable to the Association for the cost thereof without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall have the right to enter on the property of any Owner sharing a Party Wall during normal working hours and after reasonable notice to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association or any Owner of a Residence sharing a Party Wall shall have the right to enter the Residence of another Owner sharing that Party Wall, without notice, to make emergency repairs. To the extent that any damage to a Party Wall is not covered by insurance and has been caused by the affirmative, intentional act or omission of an Owner, or by the negligence of such Owner, then the Association, in its sole and absolute discretion may, but shall not be required to, recover the cost incurred by the Association in restoring, repairing and/or replacing such damaged Party Wall from such Owner. Any and all costs incurred by the Association pursuant to this Paragraph B for which an Owner is responsible for reimbursing the Association 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 other Assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion. All sums due the Association pursuant to this Paragraph B shall be due and payable immediately upon demand by the Association.

(d) Weatherproofing. Notwithstanding any other provision of this Paragraph B, any Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Easement for Repair, Maintenance and Replacement. Declarant hereby reserves unto itself and hereby further grants to the Association and to

each Owner a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing any Party Wall.

C. Common Roofs.

(a) General Rules of Law to Apply. To the extent not inconsistent with this Paragraph C, the general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Roof.

(b) Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth in this Paragraph C below, the cost of reasonable repair, maintenance and replacement of a Common Roof shall be borne by the Association, the cost of which shall be assessed in accordance with the terms of Paragraph E hereof.

(c) Repair and Restoration. If a Common Roof is destroyed or damaged or requires repair, the Association in the exercise of its reasonable discretion shall either restore, repair or replace said Common Roof, without prejudice, however, to the right of the Association to collect a contribution from Owner under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall have the right to enter on the property of any Owner sharing a Common Roof during normal working hours and after reasonable notice to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association shall have the right to enter the Residence without notice to make emergency repairs. To the extent that any damage to the Common Roof is not covered by insurance and has been caused by the affirmative, intentional act or omission of an Owner or by the negligence of such Owner, then the Association, in its sole and absolute discretion may, but shall not be required to, recover the cost incurred by the Association in restoring, repairing and/or replacing such damaged Common Roof from such Owner. Any and all costs described above which may be collected from an Owner in accordance with this Paragraph C 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 other Assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion.

(d) Easement for Repair, Maintenance and Replacement of Common Roof. Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing the Common Roof.

D. Common Footers.

(a) General Rules of Law to Apply. To the extent not inconsistent with this Paragraph D, the general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Footer.

(b) Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth in this Paragraph D below, the cost of reasonable repair, maintenance and replacement of a Common Footer shall be shared equally by the Owners who make use of the Common Footers and shall be a lien against their respective Lots as provided hereafter.

(c) Repair and Restoration. If a Common Footer is destroyed or damaged or requires repair, the Association shall either restore, repair or replace said Common Footers, and each Owner sharing said Common Footers shall be jointly and severally liable to the Association for the cost thereof, without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall have the right to enter on the property of any Owner sharing a Common Footer during normal working hours and after reasonable notice to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association shall have the right to enter the Residence without notice to make emergency repairs. To the extent that any damage to the Common Footers is not covered by insurance and has been caused by the affirmative, intentional act or omission of an Owner or by the negligence of such Owner, then the Association, in its sole and absolute discretion may, but shall not be required to, recover the cost incurred by the Association in restoring, repairing and/or replacing such damaged Common Footers from such Owner. Any and all costs described above which may be collected from an Owner in accordance with this Paragraph D 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 other Assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion.

(d) Easement for Repair, Maintenance and Replacement of Common Footers. Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing the Common Footers.

E. Maintenance and Repair Responsibilities, Hazard Insurance.

(a) Exterior Maintenance by Owner. Other than as specifically set forth in subparagraph (b) of this Paragraph E below, each Owner shall be

responsible for maintaining such Owner's Lot, the exterior of the Residence located thereon and the exterior of all other improvements located thereon in a neat and attractive manner and as provided elsewhere herein. The Owners' maintenance obligations shall include, but shall not be limited to, replacing all broken glass. Until Class B Membership ceases to exist, no Owner or any other party may install any grass or landscaping on any Lot; provided, however, that after Class B membership in the Association ceases to exist, if an Owner seeks and obtains the approval of the ARB to install and maintain additional landscaping on such Owner's Lot, then the Owner obtaining such approval shall be required to maintain such additional landscaping on such Owner's Lot at such Owner's sole cost and expense. Notwithstanding the foregoing, to the extent that any Owner, or any of such owner's agents, employees, guests, invitees or licensees, causes damage to any improvement for which the Association is obligated to maintain, repair and/or replace, then any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual Assessments.

(b) Exterior Maintenance by Association. The Association shall be responsible for maintaining the following items within the Eagle Creek Phase 1C-Village E property: streets, drainage system, Boundary Walls, sidewalks, routine dredging of retention ponds, the roof of each Townhome Residential Building, exterior painting of all Residences, the electronic entry gates, the cabana and common pool, resurfacing of the common pool, pool furniture surrounding the common pool, mowing of grass, maintenance of Association or Declarant-installed landscaping on each Lot, and hurricane debris removal.

(c) Interior Maintenance. Each Owner shall be responsible for maintaining the interior of such Owner's Residence in a neat and sanitary manner. Other than for providing termite control service to each of the Residences located on the Property, the Association shall not be in any way responsible for any such interior maintenance nor shall the Association be responsible for the maintenance of any of such Owner's electrical, plumbing, HVAC or any other mechanical systems or for any other maintenance obligations other than for the maintenance obligations specifically allocated to the Association in this Declaration. Notwithstanding anything in this Declaration to the contrary, each Owner shall be responsible for the condition of and the maintenance of such Owner's Lot, Residence and any and all other improvements from time-to-time located on such Owner's Lot other than to the extent any of such maintenance obligations are specifically allocated to the Association in this Declaration.

(d) Hazard Insurance on Townhome Residential Buildings. In addition to any and all other insurance which the Association may elect to obtain, the Association may maintain hazard insurance on the Townhome Residential Buildings in such amounts and with such companies as the Association may determine in its reasonable discretion. Notwithstanding the foregoing or anything

else in this Declaration to the contrary, 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 such Owner's or such tenant's personal property, as the case may be.

(e) Additional Assessment for Townhome Residences. In order to fund the cost of the Association's responsibilities for maintenance under this Paragraph E, the Association shall charge the cost of such maintenance responsibilities to the Owners of the Residences as an additional component of the Annual Assessment to be collected in the manner provided for in the Declaration. In addition, the Association shall establish an annual budget for the foregoing maintenance and reserve expenses and collect such expenses in advance, pursuant to such budget, as an additional component of the Annual Assessment. Such Assessment shall be maintained in a separate account and used solely for the purposes described in this Paragraph E and such budget.

F. Utility Easements Across Lots. Each Owner hereby grants to the Association, Declarant and each Owner of the Lots attached to or adjoining the granting Owner's Lot, and all of their respective successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Lot and within such granting Owner's Residence to the extent reasonably necessary for the purposes of connecting into electrical, telephone, cable and other communications utility services and for providing water for sprinkler systems located on, across, over and under each of the said Lots in capacity sufficient to service each adjoining or attached Residence (such utilities are hereinafter referred to as the "Lines"), and for the installation, operation, use, maintenance, repair, replacement, relocation and removal of any of the Lines. It is expressly understood and agreed that the Lines may be run only under the floor slab of any building structure, in the space between the first and second floors and the second and third floor, if any, and through the attic space above the top floor of any building structure on each such Lot.

[Remainder of page intentionally left blank]

Signed, sealed and delivered in the presence of the following witnesses:

Sean Westcott
Signature of Witness

Sean Westcott
Printed Name of Witness

[Signature]
Signature of Witness

JAMES PETER NEWMAN
Printed Name of Witness

DECLARANT:

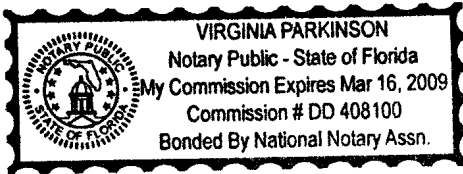
EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation

By: [Signature]
Joseph P. Pasqualetti, President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 9 day of Oct, 2006, by Joseph P. Pasqualetti, as President of EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature

Virginia Parkinson
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: DD408100
My Commission Expires: 3/16/09

Signed, sealed and delivered in the presence of the following witnesses:

Sean Westcott
Signature of Witness
Sean Westcott
Printed Name of Witness

Signature of Witness

Printed Name of Witness

Sean Westcott
Signature of Witness
Sean Westcott
Printed Name of Witness

[Signature]
Signature of Witness
JAMES PETER NEWMAN
Printed Name of Witness

ASSOCIATION:

HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC., a Florida not-for-profit corporation

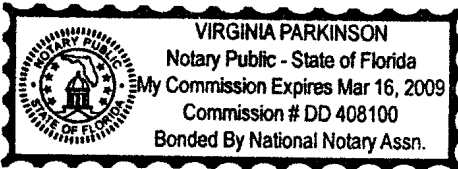
By: [Signature]
Joseph P. Pasqualetti, President

By: [Signature]
Neil Kynaston, Secretary

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 9 day of Oct, 2006, by Joseph P. Pasqualetti, as President, and Neil Kynaston, as Secretary, of HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature

Virginia Parkinson
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: DD408100
My Commission Expires: 3/16/09

EXHIBIT "A"

**LEGAL DESCRIPTION OF
EAGLE CREEK PHASE 1C-VILLAGE E**

A portion of Section 29, Township 24 South, Range 31 East, being more particularly described as follows:

Commence at the most Southerly corner of Tract P, Eagle Creek Phase 1-A, according the plat thereof as recorded in Plat Book 55, Pages 137 through 153, of the Public Records of Orange County, Florida; thence N 70°13'05" W along the Southwesterly line of said Tract P a distance of 40.00 feet to the Point of Beginning, said point lying on a curve, concave Easterly, having a central angle of 12°23'23" and a radius of 1348.00 feet; thence Southwesterly along the arc of said curve a distance of 291.50 feet to a point (chord bearing and distance between said points being S 13°35'13" W 290.93 feet); thence N 56°09'50" E a distance of 88.24 feet; thence N 90°00'00" E a distance of 560.54 feet; thence S 00°00'00" E a distance of 73.34 feet; thence S 37°22'40" E a distance of 180.24 feet; thence S 49°23'07" E a distance of 402.33 feet; thence S 40°36'53" W a distance of 13.91 feet; thence S 52°38'07" E a distance of 179.83 feet; thence S 74°19'02" E a distance of 75.81 feet; thence S 02°04'12" W a distance of 170.00 feet; thence N 87°56'15" W a distance of 70.29 feet; thence S 01°44'03" E a distance of 157.52 feet; thence S 88°29'33" W a distance of 176.17 feet; thence S 79°31'27" W a distance of 12.57 feet; thence S 86°53'19" W a distance of 155.76 feet; thence S 40°14'04" W a distance of 29.67 feet; thence S 87°04'01" W a distance of 152.20 feet; thence N 83°39'32" W a distance of 42.05 feet; thence N 86°28'02" W a distance of 158.13 feet; thence S 87°33'30" W a distance of 167.93 feet; thence N 70°31'17" W a distance of 102.46 feet; thence N 25°50'23" W a distance of 53.91 feet; thence S 66°00'15" W a distance of 77.12 feet; thence N 23°58'57" W a distance of 10.00 feet; thence S 66°01'03" W a distance of 30.50 feet; thence N 23°58'57" W a distance of 47.00 feet; thence N 66°01'03" E a distance of 30.50 feet; thence N 23°58'57" W a distance of 91.71 feet to the point of curvature of a curve, concave Easterly, having a central angle of 17°13'43" and a radius of 1408.00 feet; thence Northwesterly along the arc of said curve a distance of 423.38 feet to the point of reverse curvature of a curve (chord bearing and distance between said points being N 15°22'05" W 421.79 feet), concave Southwesterly, having a central angle of 87°45'23" and a radius of 25.00 feet; thence Northwesterly along the arc of said curve a distance of 38.29 feet to a point (chord bearing and distance between said points being N 50°37'54" W 34.66 feet); thence N 05°29'57" W a distance of 92.00 feet; thence N 84°30'03" E a distance of 3.50 feet to the point of curvature of a curve, concave Northwesterly, having a central angle of 85°34'21" and a radius of 25.00 feet; thence Northeasterly along the arc of said curve a distance of 37.34 feet to the point of reverse curvature of a curve (chord bearing and distance between said points being N 41°42'53" E 33.96 feet), concave Easterly having a central angel of 20°51'12" and a radius of 1408.00 feet; thence Northeasterly along the arc of said curve a distance of 512.46 feet to a point (chord bearing and distance between said points being N 09°21'19" E 509.63 feet); said point lying on the Southwesterly line of said Tract P; thence S 70°13'05" E along said Southwesterly line a distance of 60.00 feet to the Point of Beginning.

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