

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]

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

**Amended and Restated Exhibit F Use Restrictions previously set
forth in the Original Declaration of Covenants, Conditions, Easements
and Restrictions for Eagle Creek**

**THIS THIRTIETH SUPPLEMENT AND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK**
(this “**Supplement**”) is made effective as of the 22nd day of June, 2017, by **EAGLE CREEK
DEVELOPMENT CORPORATION**, a Florida corporation, having an address of 370 CenterPointe
Circle, Suite 1136, Altamonte Springs, Florida 32701 (“**Declarant**”) and as joined by the Association.

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 (the “**Original Declaration**”), 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, 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, Twenty-Sixth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded December 21, 2016 as Document Number 20160661062, Twenty-Seventh Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 24, 2017 as Document Number 20170104391, Twenty-Eighth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 10, 2017 as Document Number 20170079606, and the Twenty-Ninth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded May 3, 2017 as Document Number 20170246961, 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


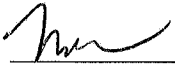
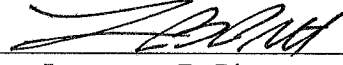
WHEREAS, Article XIX, Section 3, of the Declaration provides that until the Turnover meeting occurs, Declarant reserves for itself the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of the Declaration or the restrictive covenants contained in the Declaration, 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. Exhibit "F" of the Declaration is hereby amended, restated and fully replaced with the Exhibit "F" attached hereto and made a part hereof by reference. The Association joins into and consents to such amendment.
3. Prospective Application. The provisions of this Supplement shall not be applied retroactively, but prospectively from the date of recordation forward.
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.

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

WITNESSES:	DECLARANT:
 Print Name: <u>Kimberly Meeks</u>  Print Name: <u>Rebecca D. Cornely</u>	EAGLE CREEK DEVELOPMENT CORPORATION , a Florida corporation By:  Name: Lawrence B. Pitt Title: Vice President and General Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

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.

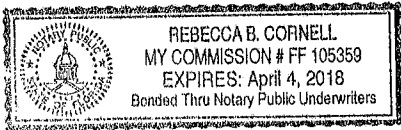
WITNESS my hand and the official seal this 1st day of August, 2017.



Notary Public, State of Florida

My commission expires: _____

(NOTARY SEAL)



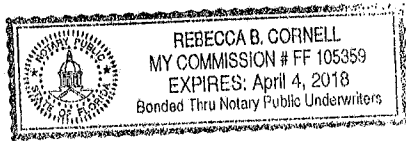
[additional signature and notary section on following page]

WITNESSES:	Association:
<i>Kimberly Meeks</i> Print Name: <u>Kimberly Meeks</u>	HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC. , a Florida corporation
<i>Rebecca Wmely</i> Print Name: <u>Rebecca Wmely</u>	By: <i>M. Scott Stearns</i> Name: M. Scott Stearns Title: President

STATE OF FLORIDA
COUNTY OF ORANGE

On this day personally appeared before me, M. Scott Stearns, as President of **HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC.**, 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 1st day of August, 2017.



Rebecca B. Cornell

 Notary Public, State of Florida
 My commission expires: _____

(NOTARY SEAL)

EXHIBIT “F”
AMENDED AND RESTATED VILLAGE SPECIFIC USE RESTRICTIONS

THESE AMENDED AND RESTATED VILLAGE SPECIFIC USE RESTRICTIONS (HEREINAFTER REFERRED TO AS THE “VILLAGE SPECIFIC USE RESTRICTIONS”) AMEND, RESTATE, SUPERSEDE AND REPLACE EXHIBIT “F” ATTACHED TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK, RECORDED IN OFFICIAL RECORDS BOOK 7254, PAGE 4027, ET SEQ., OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (THE “DECLARATION”).

I. These Village Specific Use Restrictions are incorporated into and made a part of the Declaration (as defined above) by this reference as if fully set forth therein. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Declaration.

II. All Owners of Parcels within Residential Villages 1 through 12, inclusive, identified on the attached site plan (the “**Designated Villages**”), are hereby given notice that use of their Parcels is bound, restricted and limited by these Village Specific Use Restrictions, as they may be amended, expanded and otherwise modified consistent with the provisions of Article XI, Section 10, of the Declaration. Each such Owner, and all future Owners of Parcels within the Designated Villages, by acceptance of a deed for its Parcel, hereby acknowledges and agrees that the use and enjoyment and marketability of its Parcel can be affected by these Village Specific Use Restrictions and that these Village Specific Use Restrictions may change from time to time, and all purchasers and other grantees and transferees of Parcels within the Designated Villages are hereby placed on notice that these Village Specific Use Restrictions may have been amended, expanded or otherwise modified.

III. Copies of the current Village Specific Use Restrictions may be obtained from the Association’s manager. The Village Specific Use Restrictions shall not be applicable to those portions of the Designated Villages owned by Declarant but shall be applicable to such portions of the Designated Villages immediately upon conveyance thereof by Declarant. These Village Specific Use Restrictions do not constitute all restrictions, restraints, criteria, conditions, covenants or constraints associated with development and use of the Designated Villages or the Parcels therein or the Common Property. The Designated Villages are also subject to restrictions, restraints, criteria, conditions, covenants and constraints contained in other documents, including, but not limited to, permits and approvals for development of the Designated Villages, the Use Restrictions and other covenants, conditions, restrictions and easements contained in the Declaration, the Land Use Plan, the Design Guidelines, the Architectural Guidelines, and any subdivision plat, preliminary subdivision or site plan, and any development plan applicable to the Designated Villages.

IV. These Village Specific Use Restrictions shall apply to the Designated Villages, effective as of the date of recordation hereof, and, unless otherwise specified in a Supplement hereafter recorded, shall be applicable to future Residential Villages not identified on the attached site plan, at the time of annexation of such Residential Villages, at which time such Residential Villages shall constitute Designated Villages and shall be included in the definition thereof.

V. In the event of a conflict between any provision of these Village Specific Use Restrictions and a provision of the Declaration, the provision of these Village Specific Use Restrictions shall control.

VI. Any of these Village Specific Use Restrictions which may be statutorily voided or otherwise rendered unenforceable by existing or new local, Florida or federal law shall automatically be so voided or unenforceable by operation of law but only to the extent necessary for compliance, and all other provisions of these Village Specific Use Restrictions shall remain unaffected and in full force and effect.

1. **Land Use and Building Type:** No Lot, building or residential structure (“**Dwelling**”) on a Lot (except ancillary structures permitted in the Architectural Guidelines), shall be used for any purpose other than residential purposes and no Lot shall have more than one (1) Dwelling thereon. Temporary uses by Declarant and its affiliates or assigns for models, sales, displays, parking lots, sales offices and other offices, lodging and entertainment, or any one or more combination of such uses, shall be permitted until Declarant no longer owns any real property within Eagle Creek. No changes may be made to any structures or Dwellings without the consent of the ARB as provided in the Architectural Guidelines (except if such changes are made or approved by Declarant or its affiliates, in its sole and absolute discretion). Lots may not be joined or merged without Declarant’s written approval, in its sole and absolute discretion, prior to Turnover, and without the Association’s written approval, in its reasonable discretion, after Turnover.

2. **Permitted Single Family Use and Restrictions on Commercial Activities:**

2.1. Except as otherwise provided in the Declaration and these Village Specific Use Restrictions, as either may be supplemented, amended and/or restated from time to time, all Lots shall be used, occupied and enjoyed solely and exclusively for single family residential dwelling purposes, and no other uses or purposes whatsoever.

2.2. No trade, business or commercial activity may be conducted in or from any Lot, except that an Owner may conduct business activities within the Lot so long as (a) the existence or operation of the activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the activity conforms to all governmental requirements; (c) the activity does not involve persons coming onto the Lot such as employees, interns, business related vendors, clients or customers; and (d) the activity does not involve door-to-door sales, advertising or solicitation. A violation of any of the above requirements shall be determined by the Association in its reasonable discretion.

3. **Utility Connections and Gas Tanks:** All wires, pipes, and connections for utilities, including, but not limited to, water, sewer, electricity, gas, telephone, cable, internet and television, shall be underground from the connecting point to the Dwelling in such a manner to be acceptable to the utility authorities. All liquid gas, natural gas or propane gas tanks located upon Lots must be installed below ground and not in an easement or setback area.

4. **Window or Wall Air Conditioning Units:** Window or wall mounted air conditioning units of any type are strictly prohibited. There shall be no use of aluminum foil or other reflective materials on doors or windows except as permitted in and subject to the Architectural Guidelines.

5. **Skateboard Ramps, Basketball Hoops and Sports Equipment:** No skateboard ramps or other ramp or half-pipe like structures for skateboards, roller blades, scooters or similar equipment

shall be permitted on any Lot or on the Common Property at any time. Permanently mounted basketball hoops, pole mounted basketball hoops and building mounted basketball hoops, are strictly prohibited. Portable basketball hoops in good condition placed upon the Dwelling's driveway section closest to the Dwelling and furthest from the street or right-of-way shall be permitted without ARB application and may only be placed in the driveway during use. An unattended portable basketball hoop shall be presumed to be not in use and therefore in violation of this provision. Any portable basketball hoop located upon the sidewalk, driveway apron or street is strictly prohibited at all times. Soccer, lacrosse or similar net styled goals shall only be located and used in the rear yards of Dwellings, screened from view from other properties.

6. **Flags and Flag Poles:** An Owner may, in accordance with Section 720.304(2), Florida Statutes, as amended or renumbered from time to time, display a portable, removable United States flag or official flag of the State of Florida, in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of such Owner's Lot, regardless of any covenants, restrictions, bylaws, rules, or requirements of the Association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents. The standards for whether the flag is displayed in a respectful manner shall be consistent with Title 36, United States Code, Chapter 10, and any state or local ordinances, as amended or renumbered from time to time.

7. **Pets, Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; provided, however, household domesticated "Pets" which shall be defined as dogs, cats, caged birds, and caged rodents customarily kept as domesticated pets (e.g., ferrets, rabbits, hamsters, guinea pigs, gerbils), and indoor aquarium fish, are allowed as "Pets", and all other animals shall not be considered household domesticated "Pets" and are therefore prohibited. No dog houses, kennels or fenced runs or enclosures shall be allowed on any Lot.

8. **Restrictions on Storage and Parking of Commercial Vehicles, Recreational Vehicles, Trailers, Campers, Boats and Inoperable Vehicles, and Right of Association to Tow:**

8.1. Except as otherwise set forth in this Section, no "commercial vehicle", including, but not limited to, panel trucks and vans, rental limousines, trucks and vans with equipment racks, delivery trucks and vans, and any motor vehicle that exceeds twenty-two (22) feet in length, may be parked or stored on a driveway within Eagle Creek overnight. In furtherance of the foregoing and not in limitation, any vehicle with visible markings, logos, wraps, lettering or any other type of signage promoting a business, service, product or other commercial activity (including not-for-profit activities) shall be considered a commercial vehicle. The Association, in its reasonable discretion, shall determine what constitutes a commercial vehicle. License plate holders shall not render a vehicle commercial. Police vehicles shall not be considered commercial vehicles.

8.2. "Recreational vehicles" which includes, but is not limited to, personal watercraft, all-terrain vehicles, four-wheelers, three-wheelers, go-carts, dirt bikes, boats, campers, mobile homes and motor homes, may only be parked on driveways within Eagle Creek for a maximum of four (4) hours

in a 24-hour period, for loading and unloading purposes only, and in no event shall recreational vehicles be parked in Eagle Creek between the hours of 9:00 p.m. and 6:00 a.m. No recreational vehicle of any sort shall be used or operated on the streets or sidewalks located within Eagle Creek at any time. No recreational vehicle may block the street or cause traffic congestion or a nuisance, in the Association's reasonable discretion.

8.3. "Trailers", including, but not limited to, boat trailers, house trailers, equipment and materials trailers, or trailers of any other description, whether or not registered and tagged, may only be parked on driveways within Eagle Creek for a maximum of four (4) hours in a 24-hour period, for loading and unloading purposes only, and in no event shall trailers be parked in Eagle Creek between the hours of 9:00 p.m. and 6:00 a.m. No trailer may block the street or cause traffic congestion or a nuisance, in the Association's reasonable discretion.

8.4. Notwithstanding the foregoing, commercial vehicles, recreational vehicles and trailers may be parked wholly within a closed garage of a Lot.

8.5. Golf carts must be parked wholly within a closed garage on a Lot and only street-legal golf carts (in compliance with any golf cart rules or policies adopted by the Association) may be operated on streets within Eagle Creek.

8.6. No stripped, unsightly, offensive, wrecked, inoperable, junked or dismantled vehicles shall be permitted upon any portion of a Lot, including the driveway.

8.7. No vehicle of any kind is permitted to be parked overnight on any portion of the street or sidewalk except in areas designated by the Association or Declarant. No vehicle shall be permitted to park at any time upon any Common Property (except the parking lot of the recreational center and other areas designated specifically for parking), grassy area, easement area, setback area, or any area owned or maintained by the Association or Declarant. Any violation of this provision shall be subject to immediate towing without further notice.

8.8. Enforcement of the storage and parking restrictions in this Section 8 includes the Association's right to tow vehicles in violation of such restrictions, subject to any towing policy adopted by the Association, as amended from time to time, and all costs and fees of towing and impoundment of a vehicle shall be the sole responsibility of the Owner of such vehicle. Each Owner, by acceptance of title to its Lot, agrees to hold the Association and Declarant harmless from, and to indemnify the Association and Declarant for, any costs, fees, claims, losses and damages related to towing of such Owner's vehicle. The Association and its agents shall not be liable to any Owner for trespass, conversion or the like, nor guilty of any criminal act by reason of towing. Lack of notice shall not be grounds for relief of any kind and an affidavit of the person posting notice or authorizing towing of a vehicle shall be conclusive evidence of compliance with these restrictions and any towing policy adopted by the Association.

9. **Outside Moving and Storage Containers and Storage Sheds:** Storage of items outside of the Dwelling on a Lot is prohibited with the exception of the use of a temporary storage container such as a "PODS" or similar storage container, with the location of the container limited to the driveway or wholly within a closed garage. Such storage containers may not remain on the driveway of a Lot for more than seven (7) days in any three (3) month period. No storage of large items or boxes shall be

permitted on a Lot except within the Dwelling or fully closed garage on such Lot. No storage sheds or similar structures of any kind are permitted on any Lot.

10. **Trash, Recycling and Construction Dumpsters:** No trash or recycling shall be placed or kept on any Lot except in containers with attached lids as provided by Orange County. Trash and recycling containers shall be stored inside the garage or ARB approved exterior trash enclosure area (if any), and not placed on the street or curb prior to 5.00 p.m. the evening before trash collection day and must be returned to the closed garage or to an ARB approved exterior trash enclosure area (if any) by end of trash collection day. The ARB may, but shall not be obligated to, create guidelines and standards for exterior trash enclosure areas. Construction dumpsters are permissible during construction, renovation or reconstruction projects during active construction, renovation or reconstruction, with the location of the dumpster being limited to the driveway or closed garage unless another location is approved by the ARB. In no event shall a construction dumpster be permitted to remain on a Lot for more than three (3) weeks in any three (3) month period unless otherwise approved by the ARB.

11. **Junk, Debris and Nuisances:** No furniture customarily intended for indoor use, artificial plants, household appliances, or any other item (unless approved by the ARB), junk or debris, shall be permitted on a Lot except inside the Dwelling or wholly contained within the closed garage. No portion of any Lot shall be used for any activity, or for the storage of any matter or item, which will cause an eyesore, emit odors, or cause excessive noise or other conditions which disturb the peace, quiet, safety, or enjoyment of an Owner of any other Lot. No noxious, illegal or offensive activity shall be carried out on any portion of a Lot. If the Association receives a complaint by an adjacent Owner that its quiet enjoyment is being disturbed in violation of this restriction, the Association, in its reasonable discretion, shall determine if the complaint justifies Association enforcement.

12. **Construction Materials Staging:** No wood piles, lumber, brick, stone, scaffolding, cinder block, concrete, paint cans, or any other construction materials, shall be stored on a Lot with the exception of an active construction, renovation or reconstruction project. If such project is required to be approved by the ARB pursuant to the Declaration and Architectural Guidelines, then an Owner may request, and the ARB may designate, another location for staging such materials. Otherwise, the location of such materials shall be limited to the driveway or fully closed garage of the Lot. No later than five (5) days after cessation or completion of such a project, the Owner shall remove all such materials from its Lot and sweep it clean; provided, however, in no event shall such materials be permitted on a Lot for more than thirty (30) days, unless a longer period is approved by the ARB.

13. **Holiday Decorations:** Holiday decorations shall be removed from a Lot and Dwelling on or before fourteen (14) days after the end of the subject holiday.

Note: Additional information on the following items is included in the Architectural Guidelines:

- Structure Size, Design, Color and Materials
- Windows and Screen Enclosures
- Driveways and Sidewalks
- Landscaping
- Fences and Walls
- Lighting
- Pools and Spas
- Children's Play Structures and Trampolines

- Yard Decorations
- Hurricane Panels
- Solar Collectors
- Satellite Dishes and Antennas
- Mailboxes
- Signs

SITE PLAN IDENTIFYING RESIDENTIAL VILLAGES
SUBJECT TO THE VILLAGE SPECIFIC USE RESTRICTIONS

Exhibit "D"
Eagle Creek Master Plan
Village Designations as of December 1, 2014

