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DOCH 20170604394  
11/06/2017 11:08:08 AM Page 1 of 6  
Rec Fee: \$52.50  
Phil Diamond, Comptroller  
Orange County, FL  
SA - Ret To: EMERSON INTERNATIONAL INC



**Orange County**  
**Cross Reference to**  
**ORB 7254, Page 4027**  
**Document #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:  D.C.  
DATED: 11-06-17



**THIRTY-SECOND SUPPLEMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK**

**THIS THIRTY-SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK (this "Supplemental Declaration") is made on this 3<sup>rd</sup> day of November, 2017, by EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation, having an address of 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 ("Declarant").**

**RECITALS:**

**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, 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 (the “**Sixteenth Supplement**”), 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 (the “**Twenty-Second Supplement**”), 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-Seventy Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 24, 2017 as Document Number 20170104391, Twenty-Eight Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 10, 2017 as Document Number 20170079606, 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, Thirtieth Supplement and Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 2, 2017 as Document Number 20170427410, and Thirty-First Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 18, 2017 as Document Number 20170460759, 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 applicable to the property described therein and provides for certain membership, property rights, obligations, and other matters; 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 Supplemental Declaration, unless otherwise defined in this Supplemental Declaration, shall have the meanings ascribed to them in the Declaration.

2. Amendments to Declaration.

2.1. Article VI, Section 5(C), of the Declaration, as amended in the Twenty-Second Supplement, is hereby deleted in its entirety and the following is hereby inserted in its place and stead:

C. Village Representatives shall be elected by the Members owning Lots within a Village by a plurality of the votes of such Members under a straight voting method. Voting for a Village Representative shall

occur at an annual meeting of the Members within such Village. If there is a vacancy in a Village Representative position, the Board of Directors shall have the right to fill such vacancy at a regular or special meeting of the Board at any time during such vacancy, and such Board-appointed Village Representative shall serve until its successor is elected by the applicable Village Membership as provided above or, if none is elected by the Village Membership, until its successor is appointed by the Board. Terms of office for Village Representatives shall be approximately one (1) year and shall, for Village Representatives elected by Village Membership, commence on the date of such election and shall terminate when a successor is elected and qualified at a meeting or appointed by the Board. Notwithstanding any provision of the Bylaws to the contrary, notice of a meeting of Members of a Village shall be posted forty-eight (48) hours in advance of such meeting at the entrance to the Eagle Creek community, or at such other location(s) designated by the Board from time to time for notice purposes; provided, however, any meeting of the Members of a Village at which the Members will be asked to vote shall require written notice of such meeting as provided in Section 5.4 of the Bylaws. In addition, notwithstanding any provision of the Bylaws to the contrary, a quorum may be established at a Village Members' meeting for purposes of electing a Village Representative by attendance in person, or by proxy, of ten percent (10%) of the Members in such Village, but only Members actually in attendance in person at such Village Members' meeting may cast a vote in the election. Village Representatives may be removed from office, with or without cause, upon the vote of a majority of the Members owning Lots within the Village for which such Village Representative was elected or appointed, which vote shall occur at a special meeting of such Members held for the purpose of removing such Village Representative, in which event the Board shall appoint a Village Representative to fill the vacancy until the next annual meeting of the Village Membership. A Village Representative may also be removed, with cause, by a majority vote of the Board of Directors at a special or regular meeting of the Directors. For purposes of this paragraph, "with cause" shall include, but not be limited to, accepting bribes or kick-backs by virtue of its position as Village Representative, failure to conduct Village Members' meetings in compliance with this paragraph, acts in defiance or contravention of a directive made or instructions given to such Village Representative by the Board of Directors, disclosure of attorney-client or work product information, disclosure of confidential vendor bids, disclosure of confidential settlement negotiations and agreements, dissemination of information to anyone which the Board directed or instructed the Village Representative not to disclose, and non-compliance with any charter or other guidelines established for Village Representatives by the Board of Directors from time to time.

2.2. Exhibit "D" to the Declaration, as amended in the Sixteenth Supplement, is hereby deleted and the attached **Exhibit "D"** is substituted therefor and is referred to

herein, as amended from time to time, as the "Master Plan". The Master Plan shall serve as Declarant's written designation of Villages to date within the Eagle Creek community pursuant to Article VI, Section 5(A), of the Declaration.

3. Reaffirmation. Except as expressly modified hereby, all terms and provisions of the Declaration are hereby ratified, confirmed and shall remain unchanged and in full force and effect.

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

WITNESSES:

"DECLARANT"

*Colleen Bolena*

EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation

Print Name: Colleen Bolena

*Candice Perry Caballero*

Print Name: Candice Perry-Caballero

By: *[Signature]*  
Printed Name: Lawrence B. Pitt  
Title: Vice President and General Counsel

[SEAL]

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 31<sup>st</sup> day of November, 2017.



COLLEEN BOLENA  
MY COMMISSION # GG 043464  
EXPIRES: October 31, 2020  
Bonded Thru Budget Notary Services

*Colleen Bolena*

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

(NOTARY SEAL)

Exhibit "D"  
Eagle Creek Master Plan  
Village Designations as of October 12, 2017

