



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]

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

**THIS THIRTY-THIRD SUPPLEMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK** (this  
“**Supplement**”) is made effective as of the 20 day of July, 2018, 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 is the developer of an approximately 1,236-acre, mixed use,  
partially constructed residential and commercial development known as Eagle Creek, which is  
generally located in unincorporated Orange County, Florida, on the east side of Narcoossee Road,  
south of Tyson Road, west of Kirby Smith Road, and north of Clapp Simms Duda Road; and

**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, Seventeenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 14, 2015 in ORB 10968, Page 221 (the **“Seventeenth Supplement”**), 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, 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, Thirty-First Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 18, 2017 as Document Number 20170460759, and Thirty-Second Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded November 6, 2017 as Document Number 20170604394 (the “**Thirty-Second Supplement**”), all of the Public Records of Orange County, Florida (collectively referred to herein as the “**Declaration**”, except that the first-recorded and original Declaration shall be referred to herein as the “**Original 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 II, Section 2.A., of the Original Declaration, as amended by the Seventeenth Supplement, provides that Declarant shall have the right, but not the obligation, at any time and from time to time, in its sole and absolute discretion, and without notice to or the approval of any other party, to impose the Declaration upon any real property located within Eagle Creek; and

**WHEREAS**, Article XIX, Section 3, of the Original 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; and

**WHEREAS**, Declarant desires to subject the real property described in **Exhibit “A”** attached hereto and made a part hereof by this reference (the “**Designated Property**”) to the effect and coverage of the Declaration and to the jurisdiction of the Association, which Designated Property is located within Eagle Creek; and

**WHEREAS**, Declarant desires to subject the real property described in **Exhibit “B”** attached hereto and made a part hereof by this reference (the “**Designated Common Property**”) to the effect and coverage of the Declaration and the jurisdiction of the Association, which Designated Common Property is located within Eagle Creek; and

**WHEREAS**, Article V of the Original Declaration recognizes that the Eagle Creek development is subject to the requirements of Article VIII, Chapter 34 of the Orange County Code (“**Gated Community Ordinance**”); and

**WHEREAS**, since the time of the Original Declaration, the Gated Community Ordinance has been amended to add additional provisions and requirements; and

**WHEREAS**, the Declarant desires to amend the Declaration and incorporate the necessary changes to bring the Declaration for the Property, including the Designated Property, the Designated Common Property and all future phases, into compliance with the current Gated Community Ordinance; and

**WHEREAS**, Declarant desires to amend the Declaration, and certain previously filed Declaration supplements and amendments as identified herein, as hereinafter set forth.

**NOW THEREFORE**, the Declaration is hereby amended, modified and supplemented, and Declarant hereby declares, as follows:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by this reference.

2. Definitions.

2.1. The definitions set forth in the Declaration are incorporated herein and made a part hereof by this reference.

2.2. Capitalized terms used in this Supplement, unless otherwise defined in this Supplement, shall have the meanings ascribed to them in the Declaration.

2.3. Each of the tracts comprising the Designated Common Property described in Exhibit “B” attached hereto, together with any easements dedicated to the Association on any plat, including, but not limited to, the Plat referenced in Exhibit “A” attached hereto, shall hereafter be included in the definition of “**Common Property**” in the Declaration.

2.4. The definition of “**Common Streets and Roads**” in the Declaration shall hereafter include Tract A described in Exhibit “B” attached hereto.

2.5. Each of the subdivided lots described in Exhibit “A” attached hereto shall hereafter be a “**Gated Residential Lot**” as such term is defined in the Declaration.

2.6. Each of the subdivided lots described in Exhibit “A” attached hereto shall hereafter be a “**Lot**” as such term is defined in the Declaration.

2.7. Each of the subdivided lots described in Exhibit “A” attached hereto shall hereafter be a “**Parcel**” as such term is defined in the Declaration.

**2.8.** The definition of “**Property**” in the Declaration is hereby amended to include the Designated Property.

**2.9.** Each of the subdivided lots described in **Exhibit “A”** attached hereto shall be a “**Residential Lot**” as such term is defined in the Declaration.

3. Annexation of Designated Property. The Designated Property is hereby subjected to the provisions of the Declaration, as supplemented, amended and/or restated from time to time. The Designated Property shall hereafter be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered in accordance with the provisions of the Declaration, as supplemented, amended and/or restated from time to time, which shall run with title to the Designated Property and shall be binding upon all persons having any right, title or any interest therein, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplement shall be binding upon the Association in accordance with the terms of the Declaration.

4. Annexation of Designated Common Property. The Designated Common Property shall be subject to the provisions of the Declaration, as supplemented, amended and/or restated from time to time. The Designated Common Property shall hereafter be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered in accordance with the provisions of the Declaration, as supplemented, amended and/or restated from time to time, which shall run with title to the Designated Common Property and shall be binding upon all persons having any right, title or any interest therein, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplement shall be binding upon the Association in accordance with the terms of the Declaration.

5. Amendments to Declaration.

**5.1.** Article V, Section 3, of the Original Declaration, is hereby amended to read as follows:

“Section 3. Gated Community Required Accounts. In addition to such other reserve funds maintained by the Association pursuant to Article IX of this Declaration, the Association shall keep and maintain and replenish in perpetuity as required by the Gated Communities Code the following asset accounts, hereinafter referred to as the “Gated Community Required Accounts”:

- A. Routine Infrastructure Maintenance Account.
- B. Capital Repair/Streets Account.
- C. Capital Repair/Drainage Pond Account.
- D. Capital Repair/Other Infrastructure Account.
- E. Storm Debris Removal Account (herein so called).

The purpose of the Gated Community Required Accounts, and the use of all funds contained in such accounts, shall be as more particularly set forth in Article IX, Sections 8, 9, 10, 11 and 11.A. The Gated Community Required Accounts must be maintained separate and apart from all other funds and accounts of the Association and, for accounting purposes, the Association may not commingle these accounts either with each other or with other funds and accounts of the Association. However, notwithstanding anything in the foregoing to the contrary, the monies in the Gated Community Required Accounts may be commingled with monies in other Association accounts for banking and investment purposes, and may be pooled with other Association monies in a common investment program, so long as the financial books and records of the Association account for the monies within the Gated Community Required Accounts separately and apart from all other Association monies and keep the monies within the Gated Community Required Accounts earmarked for the purposes required by the Gated Communities Code. All earnings from the investment of monies held in the Gated Community Required Accounts shall remain in and form a part of the principal of the respective Gated Community Required Accounts.”

5.2. Article V, Section 8 of the Original Declaration is hereby amended to read as follows:

“ Section 8. Required Disclosures to Buyers. Any Owner that conveys a Gated Residential Lot to a person or entity other than a Residential Builder (“Buyer”) shall provide to the Buyer at, or prior to, the time of execution of the contract for the sale of such Gated Residential Lot the following: (i) a copy of this Declaration; (ii) a copy of the then-current budget for the Association, including a schedule disclosing the then-existing amounts of the period Assessments for the Gated Community Required Accounts; and (iii) a copy of the most recent year-end financial statements for the Association or, if none are then existing, a good faith estimate of the operating budget of the Association. The Owner shall further provide to such Buyer a form to be signed by such Buyer acknowledging receipt of a copy of the Declaration, budget, financial statement (or good faith estimate) as required above, the original of which form must be attached to such sales contract as an exhibit or an appendix.

The schedule provided to the Buyer disclosing the then-existing amounts of the periodic assessments for the Gated Community Required Accounts must also state that the periodic assessments for the Gated Community Required Accounts do not include assessments for the routine maintenance of or the capital repair and replacement of Common Property other than the Gated Community Subdivision Infrastructure (such as common landscaping, walls, swimming pools, clubhouses, etc.) and that such assessments may only be used for the maintenance, repair and replacement of Related Subdivision Infrastructure under certain terms and conditions, as more specifically set forth in this Declaration.

Each Owner is hereby put on notice that no contract for the conveyance of a Gated Community Residential Lot to a Buyer shall be effective until the Disclosure Statement, required by the Gated Communities Code, has been provided to the Buyer. The Disclosure Statement must be provided

to all prospective Buyers, at or prior to the time of execution of the contract for the sale of such Gated Residential Lot, as a single document provided to such prospective Buyer separately from the remainder of the documents required for the contract for purchase and other documents required above.”

**5.3.** Article V, Section 9 (“Gated Community Disclosure Statement”) of the Original Declaration is hereby deleted in its entirety and replaced with the following:

“Section 9. Gated Community Disclosure Statement. The following disclosure is set forth in this Declaration, as required by the Gated Communities Code, and shall be provided to a Buyer separately from the contract for purchase and sale:

**IF YOU ARE BUYING A LOT OR HOME IN A PRIVATE GATED COMMUNITY IN ORANGE COUNTY YOU SHOULD KNOW THESE BASIC FACTS:**

1. ORANGE COUNTY IS PROHIBITED FROM PAYING TO MAINTAIN THE ROADS, SIDEWALKS AND DRAINAGE AND MAY NOT BE PERMITTED TO REMOVE STORM DEBRIS IN THIS COMMUNITY BECAUSE THE ROADS, SIDEWALKS, AND DRAINAGE ARE PRIVATE PROPERTY AND THE GENERAL PUBLIC CANNOT ACCESS THE COMMUNITY.
2. ALTHOUGH THE COST OF PROPERLY MAINTAINING AND REPAIRING ROADS, SIDEWALKS AND DRAINAGE SYSTEMS CAN BE VERY HIGH, ONLY THE OWNERS OF HOMES AND LOTS IN THIS COMMUNITY WILL SHARE THESE EXPENSES. TAX DOLLARS WILL NOT BE USED. THE MEMBERS MUST ALSO PAY THE COST FOR LIABILITY INSURANCE AND TRAFFIC ENFORCEMENT ON THE COMMUNITY’S ROADS.
3. UNDER FLORIDA LAW, NO REDUCTION IN YOUR TAX BURDEN WILL RESULT FROM LIVING IN THIS COMMUNITY.
4. MEMBERS OF THIS COMMUNITY, THROUGH THEIR MANDATORY HOMEOWNERS’ ASSOCIATION, MUST SET ASIDE ADEQUATE RESERVES TO PAY FOR STORM DEBRIS REMOVAL IN THE EVENT OF A TORNADO, HURRICANE, OR OTHER MAJOR STORM EVENT, TO PROPERLY MAINTAIN, REPAIR AND REPLACE THE ROADS, SIDEWALKS, AND DRAINAGE SYSTEM, AND MUST HAVE A PROFESSIONAL ENGINEER REGULARLY INSPECT THE ROADS, SIDEWALKS AND DRAINAGE SYSTEM AND REPORT WHAT WORK IS NECESSARY TO MAINTAIN AND/OR REPAIR THEM. THE MANDATORY HOMEOWNERS’ ASSOCIATION IS OBLIGATED TO DO THE NECESSARY WORK REPORTED AND THE MEMBERS OF THE

HOMEOWNERS' ASSOCIATION PAY FOR THE WORK THROUGH THEIR ASSESSMENTS.

5. THE EXTRA EXPENSES YOU INCUR TO MAINTAIN THE ROADS, SIDEWALKS, AND DRAINAGE IN YOUR COMMUNITY ARE IN ADDITION TO OTHER EXPENSES CHARGED BY YOUR HOMEOWNERS' ASSOCIATION TO PAY FOR PRIVATE RECREATIONAL, SECURITY, AND OTHER AMENITIES AND SERVICES THE COMMUNITY MAY OFFER, INCLUDING THE COMMUNITY'S GATES.
6. AS WITH ANY ASSESSMENT, THE FAILURE OR INABILITY TO PAY MAY LEAD TO A LIEN BEING PLACED ON YOUR HOME. IF A LIEN IS PLACED AND FORECLOSED, YOU COULD LOSE YOUR HOME.
7. THE HOMEOWNERS' ASSOCIATION IS ALSO REQUIRED TO MAINTAIN LIABILITY INSURANCE ADEQUATE TO PAY CLAIMS FOR INJURIES AND PROPERTY DAMAGE ARISING ON THE PRIVATE ROADWAY, SIDEWALKS, DRAINAGE PONDS, AND OTHER COMMON AREAS IN THE NEIGHBORHOOD.
8. IF ORANGE COUNTY DETERMINES THAT THE COMMUNITY IS NOT MEETING ITS OBLIGATIONS, IT MAY REVOKE THE COMMUNITY'S PRIVILEGE TO CLOSE ITS GATES SO THAT THE ROADS IN THE COMMUNITY BECOME AVAILABLE FOR PUBLIC USE.
9. IF THE COMMUNITY FAILS TO MAINTAIN ITS ROADS, SIDEWALKS, AND DRAINAGE SYSTEM, THE COUNTY MAY REQUIRE THAT THE GATES BE REMOVED. IN THE EVENT THE GATES ARE REMOVED, AND THE HOA DEDICATES THE ROADS AND OTHER INFRASTRUCTURE TO THE COUNTY, ALL COSTS AND EXPENSES WHICH ORANGE COUNTY INCURS FOR SUCH MAINTENANCE ARE RECOVERABLE FROM THE COMMUNITY. FUNDS WHICH HAVE BEEN SET ASIDE BY THE COMMUNITY MAY BECOME THE PROPERTY OF ORANGE COUNTY, AND THE ROADS IN YOUR COMMUNITY SHALL PERMANENTLY BECOME OPEN TO THE PUBLIC. ORANGE COUNTY WILL NOT MAINTAIN YOUR RECREATIONAL, SECURITY AND OTHER AMENITIES UNDER ANY CIRCUMSTANCES.
10. THIS COMMUNITY IS SHARING A STORMWATER DETENTION/RETENTION AREA OR AREAS (THE "SHARED FACILITIES") WITH ANOTHER SUBDIVISION OR ANOTHER DEVELOPMENT (COLLECTIVELY, THE "ADDITIONAL DRAINAGE") BECAUSE THE COMMINGLED STORMWATER IS A NECESSITY FOR THE INFRASTRUCTURE IN THIS COMMUNITY AND/OR THE



SURROUNDING INFRASTRUCTURE TO FUNCTION PROPERLY OR BECAUSE IT WOULD BE IMPRACTICABLE AT THIS POINT TO SEPARATE THE DRAINAGE FROM THE COMMUNITIES. THIS COMMUNITY IS RESPONSIBLE FOR ITS PERCENTAGE OF THE SHARED FACILITIES. IN THE EVENT THE OTHER SUBDIVISION/DEVELOPMENT FAILS TO PERFORM NECESSARY MAINTENANCE AND REPAIR FOR THE SHARED FACILITIES ATTRIBUTABLE TO ITS SHARE OF THE ADDITIONAL DRAINAGE OR CONTRIBUTE ITS SHARE OF THE COST OF THE MAINTENANCE AND REPAIR FOR THE SHARED FACILITIES, THAT IS A PRIVATE LEGAL MATTER TO BE RESOLVED BETWEEN THIS COMMUNITY, THE OTHER SUBDIVISION OR OTHER DEVELOPMENT AND THE MASTER PROPERTY OWNERS' ASSOCIATION, IF ANY. IN NO EVENT SHALL ORANGE COUNTY BE RESPONSIBLE FOR MAINTAINING, REPAIRING, REPLACING, OR RESTORING SUCH SHARED FACILITIES OR FOR ANY COSTS RELATED THERETO.

11. BEFORE YOU SIGN A CONTRACT, BE SURE THAT YOU RECEIVE WRITTEN INFORMATION ABOUT THE COSTS OF LIVING IN THIS COMMUNITY.

I HAVE READ AND UNDERSTAND THE DISCLOSURES PROVIDED IN THIS DISCLOSURE STATEMENT PRIOR TO EXECUTION OF A CONTRACT TO PURCHASE ANY LOT IN THE EAGLE CREEK SUBDIVISION.

[signature of purchaser]

[signature of purchaser]

[print name of purchaser]

[print name of purchaser]

In the case of sale and purchase of multiple lots to a single purchaser in the Eagle Creek gated subdivision, execution of a single disclosure statement is sufficient, provided that all lots are listed on the disclosure statement either by legal description or by street address.”

5.4. Article IX of the Original Declaration is hereby amended to create a new Section 11.A. to read as follows:

“Section 11.A. Storm Debris Removal Account. The Declarant must deposit an initial amount into the Storm Debris Removal Account equal to \$250.00 per acre of land within the Plat for Eagle Creek Village K Phase 1A, as recorded in Plat Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_, inclusive, of the Public Records of Orange County, Florida (the “Plat”) (excluding wetlands, conservation areas, and natural waterbodies within the Plat) and any subdivisions hereafter platted and included within the land made subject to this Declaration. The Association must deposit each year into the account, at a minimum, an amount equal to no less than 1/5<sup>th</sup> the initial amount, until the Storm Debris Removal Account is equal to double the initial amount plus the annual Engineering News Record construction cost index. Subsequently, the Association must make deposits at least

annually into the Storm Debris Removal Account sufficient to maintain the balance at double the initial amount plus the annual Engineering News Record construction cost index. Any time the Association must expend funds from the Storm Debris Removal Account after a storm event, the Association shall replace such funds (by special assessment, if necessary) within three (3) years of such expenditure in an amount sufficient to bring/restore the balance of the Storm Debris Removal Account to the balance prior to the expenditures, plus the annual Engineering News Record Construction Cost Index.

Monies on deposit in the Storm Debris Removal Account, including any investment earnings, may be used by the Association only for the costs of storm debris clean-up and removal, such as clearing downed trees, landscape, and other storm-created debris from Common Streets and Roads, Association-owned sidewalks and the Surface Water Management System, and removing such debris to a landfill or other county-provided drop-off site. The Association must deposit each year into the Storm Debris Removal Account the amount required by the Gated Communities Code.”

**5.5.** Article IX of the Original Declaration is hereby amended to create a new Section 11.B. to read as follows:

“Section 11.B. Shared Stormwater Facilities and Additional Drainage. The Property is sharing stormwater detention/retention areas (the “**Additional Shared Stormwater Facilities**”) with other developments (collectively, the **Additional Drainage**”) because the commingled stormwater is a necessity for the infrastructure in Eagle Creek, and/or the surrounding infrastructure, to function properly or because it would be impracticable at this point to separate the drainage from the other developments. The Association is responsible for its percentage of the Additional Shared Stormwater Facilities. In the event any of the other developments fails to perform necessary maintenance and repair for the Additional Shared Stormwater Facilities attributable to its share of the Additional Drainage or contribute its share of the cost of the maintenance and repair for the Additional Shared Stormwater Facilities, that is a private legal matter to be resolved between the Association and the owner of such other development or any property owners’ association representing such owner. In no event shall Orange County be responsible for maintaining, repairing, replacing, or restoring such Additional Shared Stormwater Facilities or for any costs related thereto.”

**5.6.** Article XIX, Section 4 of the Original Declaration is hereby amended to read as follows:

“Section 4. Restrictions on Amendments. Notwithstanding anything to the contrary contained in Sections 2 or 3 of this Article XIX above, no amendment to this Declaration, the Articles of Incorporation or Bylaws may (i) remove, revoke, or modify any right or privilege of the Declarant without the written consent of Declarant or the assignee of any such rights or privilege, (ii) impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees, (iii) to the extent that any provision of the Declaration, Articles of Incorporation or Bylaws is included in satisfaction of any condition of approval

of any PDP/DP or Plat, such provision shall not be changed, amended, modified or otherwise deleted or eliminated without prior written consent of the County, (iv) result in or facilitate a termination of the Association's obligation to maintain the Common Property, or (v) change, amend, modify, eliminate or delete the restrictions contained in this Section 4 of this Article XIX. In addition to the foregoing, any amendment to this Declaration that would affect the Surface Water Management System (including any Conservation Areas) may be made only with the prior approval of SFWMD and the County, and no amendment may be made to this Declaration that would cause this Declaration or the Property to be in violation of the Gated Communities Code, as and to the extent that compliance with the Gated Communities Code is and remains mandatory upon the Declarant, Association or the Property. Any proposed amendment to this Declaration that relates to the requirements of the Gated Communities Code shall require Orange County approval."

**5.7.** Article XIX, Section 14 of the Original Declaration is hereby amended to read as follows:

"Section 14. Termination. Should the Members of the Association vote not to renew and extend this Declaration, as provided herein, or at any time that the Association is dissolved, the Association shall transfer to another not-for-profit homeowners' association or appropriate public agency having similar purposes, all ownership, rights and other interests held at such time by the Association in the Common Property including, but not limited to, the Surface Water Management System, the Conservation Areas and the Gated Community Subdivision Infrastructure. Any association to which that portion of the Common Property consisting of the Surface Water Management System or Conservation Areas is conveyed must meet the then applicable requirements of the SFWMD and such entity must be approved in writing by the SFWMD prior to such conveyance. If no other association or agency will accept such property then it will be conveyed to a trustee appointed by the Circuit Court of Orange County, Florida, which trustee shall sell the Common Property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Orange County, Florida. Those portions of the Common Property consisting of the Surface Water Management System and the Conservation Areas cannot be altered, changed or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property, then for the payment of any obligations incurred by the trustee in operation, maintenance, repair and upkeep of the Common Property. The excess of proceeds, if any, from Common Property shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owner in Common Expenses."

**5.8.** Twenty-Second Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek, Section 2.4.1, amending Article XIX Section 2 of the Declaration, is hereby amended to read as follows:

“Section 2. Amendments to Declaration by Members. This Declaration may be amended at any time by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-six and two-thirds percent (66 2/3%) of the total votes of the Association; provided, however, that if the affirmative vote required for approval of actions under the specific provision to be amended is a higher or lower percentage, then such higher or lower percent shall be required to approve the amending of that provision. Notice shall be given at least sixty (60) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an appropriate amendment which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. If such amendment relates to this Declaration it shall be recorded in the Public Records of Orange County, Florida. Notwithstanding the foregoing, any amendment to the Declaration that relates to the Gated Communities Code shall also require prior approval from Orange County.”

5.9. Exhibit “D” to the Original Declaration, as amended in the Thirty-Second 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.

5.10. The Following Article XX is hereby added to the Original Declaration:

ARTICLE XX  
DISCLOSURE REGARDING ADJACENT LAND USE

Residents of the Eagle Creek community are advised that portions of the community are adjacent to the Eagles Roost and Split Oak Forest publicly managed lands. Such adjacent lands will require the use of resource management practices that may result in periodic temporary conditions that may limit outdoor activities. These practices will include, but not be limited to, ecological burning, pesticide and herbicide usage, exotic plant and animal removal, usage of heavy equipment and machinery, and other practices as may be deemed necessary for proper resource management

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

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**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*

EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation

Print Name: Colleen Bolena

By: *[Signature]*

*Candice Perry Caballero*

Name: Lawroe B. Pitt

Print Name: Candice Perry Caballero

Title: Vice President & 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 28<sup>th</sup> day of June, 2018.

*Colleen Bolena*

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

(NOTARY SEAL)



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF DESIGNATED PROPERTY**

Lots 1 through 129, inclusive, **EAGLE CREEK VILLAGE K PHASE 1A**, according to the plat thereof as recorded in Plat Book 96, Pages 58 through 72, inclusive, of the Public Records of Orange County, Florida (the "**Plat**").

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF DESIGNATED COMMON PROPERTY**

Tract A, Tracts OS-1 through OS-5, inclusive, and Tracts D-1, D-2, P-1A, P-1B and P-2, **EAGLE CREEK VILLAGE K PHASE 1A**, according to the plat thereof as recorded in Plat Book 96, Pages 58 through 72, inclusive, of the Public Records of Orange County, Florida, together with any easements that will be owned and maintained by the Association as set forth on such Plat

**EXHIBIT "C"**

**(Reserved)**



# Exhibit "D" Eagle Creek Master Plan

