

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]

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

**THIS THIRTY-FIFTH SUPPLEMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK** (this  
“**Supplement**”) is made effective as of the 13<sup>th</sup> day of August, 2019, 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 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 (the “**Fourth Supplemental Declaration**”) 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; 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-Seventh 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 (the **“Twenty-Ninth Supplemental Declaration”**); 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; Thirty-Second Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded November 6, 2017 as Document Number 20170604394; Thirty-Third Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded July 23, 2018 as Document Number 20180434124; and Thirty-Fourth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded March 22, 2019, as Document Number 20190173878, 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**, the definitions set forth in the Declaration are incorporated herein and made a part hereof by this reference and capitalized terms used in this Supplement, unless otherwise defined in this Supplement, shall have the meanings ascribed to them in the Declaration; and

**WHEREAS**, Article II, Section 2, of the Declaration provides that Declarant reserves for itself the absolute and unconditional right, without notice to or approval of any party or person, to impose the Declaration upon any real property located within Eagle Creek and to withdraw from the provisions of the Declaration any of the Property which continues to be owned by Declarant, or, if not owned by Declarant, then with the consent of the Owner; 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 withdraw and release certain Property from the Declaration as hereinafter set forth; and

**WHEREAS**, Declarant desires to amend certain provisions and terms of the Declaration 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. **Cost-Sharing Agreement.** The Association and the Commercial Owners Association of Eagle Creek, Inc. (the “**Commercial Association**”) have entered into that certain Amended and Restated Easement and Cost-Sharing Agreement, having an effective date of April 24, 2019 and recorded in the Official Records of Orange County, Florida as Doc# 20190255337, as the same may be amended from time to time (the “**Cost-Sharing Agreement**”), which, among other things, allocates certain maintenance and cost obligations between the Association and the Commercial Association. In recognition of the execution of the Cost-Sharing Agreement and the clarification of provisions of the Declaration thereby, in the event of any conflict between the Cost-Sharing Agreement and the Declaration, the Cost-Sharing Agreement shall govern and control.

3. **Article I - DEFINITIONS.** Article I – DEFINITIONS - of the Declaration is hereby amended as set forth in **Exhibit “A”** attached hereto and made a part hereof.

4. **Article VII – FUNCTIONS OF ASSOCIATION.** Section 6 of Article VII - FUNCTIONS OF ASSOCIATION - of the Declaration is amended by adding subsection (J) as set forth in **Exhibit “B”** attached hereto and made a part hereof.

5. **Article VIII - EASEMENTS.** Article VII – EASEMENTS - of the Declaration is hereby amended as follows:

5.1. Section 6 of Article VIII – EASEMENTS - of the Declaration is hereby amended as set forth in **Exhibit “C”** attached hereto and made a part hereof.

5.2. The first paragraph of Section 7 of Article VIII – EASEMENTS - of the Declaration is hereby amended as set forth in **Exhibit “D”** attached hereto and made a part hereof.

5.3. Section 14 of Article VIII – EASEMENTS - of the Declaration (as previously amended by the Twenty-Ninth Supplemental Declaration) is hereby amended as set forth in **Exhibit “E”** attached hereto and made a part hereof.

6. **Article IX - ASSESSMENTS.** Section 3 of Article IX – ASSESSMENTS - of the Declaration is hereby amended as set forth in **Exhibit “F”** attached hereto and made a part hereof.

7. **Article XIX – GENERAL PROVISIONS.** Section 10 of Article XIX – GENERAL PROVISIONS - of the Declaration is hereby amended to delete in its entirety all language added thereto by the Twenty-Ninth Supplemental Declaration.

8. **Fourth Supplemental Declaration.** Paragraph 5 of the Fourth Supplemental Declaration is deleted in its entirety, as shown on **Exhibit “G”** attached hereto and made a part hereof, as it is replaced with subsection (J) to Article VII, Section 6 of the Declaration.

9. **Withdrawal of Lands.**

(a) The following lands were inadvertently subjected to the Residential Declaration:

(i) Portions of the Eagle Creek Golf Course and Clubhouse, depicted and described on **Exhibit "H"** attached hereto and made a part hereof (the "**Withdrawn Golf Property**") owned by Declarant; and

(ii) Certain properties described on **Exhibit "I"** attached hereto and made a part hereof (the "**Withdrawn Apartment and Retention Property**") owned by Creek Way Development, LLC, a Florida limited liability company ("**Creek Way**")

(b) From and after the date hereof the Withdrawn Golf Property and the Withdrawn Apartment and Retention Property (hereafter collectively referred to as the "**Withdrawn Property**") are hereby withdrawn and released from: (i) the encumbrance, effect and coverage of the Declaration; and (ii) the jurisdiction of the Association, and the Declaration shall no longer run with title to the Withdrawn Property or be binding upon any persons or entities having any rights, title or any interest therein including, without limitation, their respective heirs, legal representatives, successors, successors-in-title and assigns. In furtherance and not in limitation of the foregoing, the term "**Property**" as used in the Declaration shall not include the Withdrawn Property. The provisions of this Supplement shall be binding upon the Association in accordance with the terms of the Declaration. This withdrawal and release of the Withdrawn Property shall not in any way act as a release or other termination of any easements of any nature whatsoever over, on, upon, under and/or through the Withdrawn Property in favor of the Residential Association and/or Commercial Association as may be set forth in the Declaration, unless expressly released or terminated by this Supplement.

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

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

12. **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.

WITNESSES:

Heather D. Field  
Print Name: Heather D. Field

Meredith Olsen Zorrek  
Print Name: Meredith Olsen Zorrek

DECLARANT:

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

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

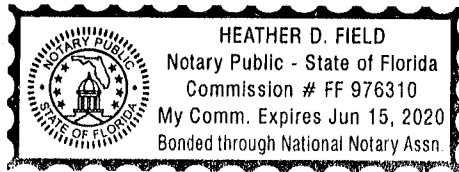
STATE OF FLORIDA  
COUNTY OF SEMINOLE

On this day personally appeared before me, Lawrence B. Pitt, as ~~Vice President and General Counsel~~ of Eagle Creek Development Corporation, a Florida corporation, to me well known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said corporation.

WITNESS my hand and the official seal this 13<sup>th</sup> day of August, 2019.

Heather D. Field  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

(NOTARY SEAL)



**JOINER AND CONSENT OF  
EAGLE CREEK COMMERCIAL HOLDINGS 2, LLC**

**EAGLE CREEK COMMERCIAL HOLDINGS 2, LLC** (“Holdings 2”), a Florida limited liability company, does hereby join in the execution of the foregoing Supplement for the specific purpose of acknowledging that: (i) the Withdrawn Holdings 2 Property was inadvertently subjected to the Declaration; (ii) no portion of the Withdrawn Holdings 2 Property is owned by the Association; (iii) all portions of the Withdrawn Holdings 2 Property have been or will be subjected to the Commercial Declaration; and (iv) subjecting the Withdrawn Holdings 2 Property to the Commercial Declaration is consistent with the Cost-Sharing Agreement, the Declaration and the Commercial Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Joinder and Consent to be executed as of the day and year first above written.

**EAGLE CREEK COMMERCIAL HOLDINGS 2, LLC**, a Florida limited liability company

**WITNESSES:**

By: Heather D Field  
Name: Heather D Field

By: Lawrence B. Pitt  
Name: Lawrence B. Pitt  
Title: Vice President and General Counsel

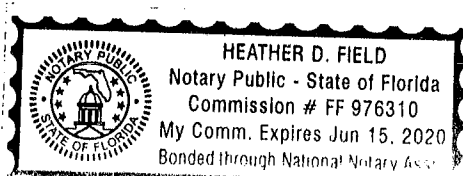
By: Meredith Gibson Zornik  
Name: Meredith Gibson Zornik

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day personally appeared before me, Lawrence B. Pitt, as Vice President and General Counsel of **EAGLE CREEK COMMERCIAL HOLDINGS 2, LLC**, a Florida limited liability company, 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 13<sup>th</sup> day of August, 2019.

By: Heather D. Field  
Notary Public, State of Florida  
Name: \_\_\_\_\_



(NOTARY SEAL)

**JOINDER AND CONSENT OF  
CREEK WAY DEVELOPMENT, LLC**

**CREEK WAY DEVELOPMENT, LLC** ("Creek Way"), a Florida limited liability company, does hereby join in the execution of the foregoing Supplement for the specific purpose of acknowledging that: (i) the Withdrawn Apartment and Retention Property was inadvertently subjected to the Declaration; (ii) no portion of the Withdrawn Apartment and Retention Property is owned by the Association; (iii) all portions of the Withdrawn Apartment and Retention Property have been or will be subjected to the Commercial Declaration; and (iv) subjecting the Withdrawn Apartment and Retention Property to the Commercial Declaration is consistent with the Cost-Sharing Agreement, the Declaration and the Commercial Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Joinder and Consent to be executed as of the day and year first above written.

**CREEK WAY DEVELOPMENT, LLC**, a  
Florida limited liability company

**WITNESSES:**

By: Heather D. Field  
Name: Heather D. Field

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

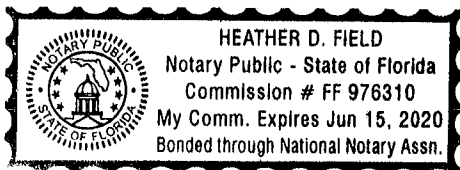
By: Meredith Gibson Zornik  
Name: Meredith Gibson Zornik

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day personally appeared before me, Lawrence B. Pitt, as Vice President and General Counsel of **CREEK WAY DEVELOPMENT, LLC**, a Florida limited liability company, 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 13<sup>th</sup> day of August, 2019.

By: Heather D. Field  
Notary Public, State of Florida  
Name: \_\_\_\_\_



(NOTARY SEAL)



**JOINDER AND CONSENT OF  
HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC.**

**HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC.** (the "Association"), a Florida not-for-profit corporation, does hereby join in the execution of the foregoing Supplement for the specific purpose of acknowledging that: (i) the Withdrawn Property was inadvertently subjected to the Declaration; (ii) no portion of the Withdrawn Property is owned by the Association; (iii) the alterations, modifications and changes made by the Supplement do not materially and adversely interfere with any Owner's currently permitted use of its Parcel; (iv) all portions of the Withdrawn Property have been or will be subjected to the Commercial Declaration; and (v) subjecting the Withdrawn Property to the Commercial Declaration is consistent with the Cost-Sharing Agreement, the Declaration and the Commercial Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Joinder and Consent to be executed as of the day and year first above written.

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

**WITNESSES:**

By: Heather D. Field  
Name: Heather D. Field

By: Meredith Olsen Zorrek  
Name: Meredith Olsen Zorrek

By: Jeff Rapson  
Name: Jeff Rapson  
Title: Vice President

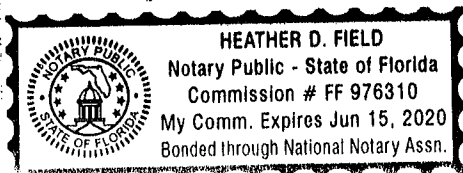
STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day personally appeared before me, Jeff Rapson as Vice President of **HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC.**, a Florida not-for-profit 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 13<sup>th</sup> day of August, 2019.

By: Heather D. Field  
Notary Public, State of Florida  
Name: \_\_\_\_\_

(NOTARY SEAL)



**EXHIBIT "A"**  
**Article I – DEFINITIONS**

Article I of the Declaration is hereby amended to include the following defined terms:

**"Commercial Association"** shall refer to the Commercial Owners Association of Eagle Creek, Inc., a Florida not-for-profit corporation.

**"Cost-Sharing Agreement"** shall refer to that certain Amended and Restated Easement and Cost-Sharing Agreement, effective as of the 24th day of April, 2019, and recorded in the Official Records of Orange County, Florida, as may be amended, supplemented or restated from time to time.

(Please note that underlined text is inserted, ~~text stricken through~~ is deleted.)

**EXHIBIT "B"**  
**SECTION 6 OF ARTICLE VII - FUNCTIONS OF ASSOCIATION**

Section 6 of Article VII of the Declaration is hereby amended by adding the following at the end thereof:

(J) The Association has the power to require any and all Owner's or agents for the Owner to submit any lease, agreement or other contract that conveys or confers possessory rights to any Lot, to the Association's management company. Any Owner that fails to submit the lease, agreement or other contract to the management company shall be deemed in violation of the governing documents, and the Association and its management company shall not issue any right of access to a proposed tenant unless and until the proposed tenant's application has been approved by the Association's management company.

(Please note that underlined text is inserted, ~~text stricken through~~ is deleted.)

**EXHIBIT "C"**  
**SECTION 6 OF ARTICLE VIII – EASEMENTS**

Section 6 of Article VIII of the Declaration is hereby amended by adding the following to the end thereof:

In addition to and not in limitation of the foregoing, as to Lots located adjacent to Common Property, the improvements that may encroach into the Common Property shall include a walkway leading to the home located on such Lots, whether or not placement within the Common Property was due to willful and knowing conduct; provided the walkway has been approved by Declarant or the Association in accordance with this Declaration. The Owner of each such Lot shall also have a non-exclusive easement over the affected portion of the Common Property for ingress and egress by such Owner, and such Owner's family, tenants, guests and other invitees. The Owner shall maintain the insurance required by Article XVI, Section 2, of this Declaration.

(Please note that underlined text is inserted, ~~text stricken through~~ is deleted.)

**EXHIBIT "D"**  
**SECTION 7 OF ARTICLE VIII – EASEMENTS**

The first paragraph of Section 7 of Article VIII – EASEMENTS of the Declaration is hereby amended to read as follows:

Section 7. Stormwater Easements. There is hereby created, declared and reserved for the benefit of Declarant, the County, the Association and all Owners a non-exclusive easement for stormwater management, collection, retention, detention and drainage under, over, upon and within all portions of the Property included within the Surface Water Management System, including, but not limited to, all drainage easements, ponds and tracts shown on any plat of the Property, together with an easement and license in favor of the Declarant, the County, the SFWMD, the Commercial Association and the Association only to enter upon such areas, and as necessary other portions of the Property adjacent thereto, for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing any and all stormwater drainage systems, improvements and facilities including, but not necessarily limited to, berms, swales and retaining walls, from time to time located therein or thereon consistent with the plans for the Surface Water Management System. Additionally, Declarant, for the benefit of itself, the County, the SFWMD, the Association and all Owners, hereby reserves easements over any and all other portions of the Property as may be reasonably required from time to time in order to provide stormwater drainage to all or any portions of Eagle Creek; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of the particular Property. The foregoing easements are sometimes hereinafter referred to as the "Stormwater Easements."

(Please note that underlined text is inserted, ~~text stricken through~~ is deleted.)

**EXHIBIT "E"**  
**SECTION 14 OF ARTICLE VIII – EASEMENTS**

Section 14 of Article VIII – EASEMENTS of the Declaration (as previously amended by the Twenty-Ninth Supplemental Declaration) is hereby amended to read as follows:

Section 14. Golf Related Easements. There is hereby created, declared and reserved a non-exclusive easement for the benefit of users of the golf course within Eagle Creek over, across and upon the Common Property and exterior portions of any Lot adjacent to the golf course, the purpose of which is to permit every act necessary, incidental, or appropriate to the playing of golf, including, without limitation, on, over, and across any and all cart paths crossing the Common Streets and Roads. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight and the landing of errant golf balls over and upon such portions of the Property, the use of necessary and usual golf carts and maintenance equipment upon the golf course, the usual and common noises and other disturbances created by maintenance of the course and the playing of the game of golf, including tournaments, together with all other common and usual occurrences normally associated with the existence and operation of a golf course. The foregoing permitted acts shall not include or permit in any manner the entry or crossing of any golf carts on Lots or Common Property, except upon such areas of the Common Property that are specifically designated by Declarant or the Association for use of golf carts. The existence of this easement shall not relieve users of the golf course of liability for damage caused by errant golf balls or other objects or caused by or in connection with their entry upon the Lot or Common Property pursuant to this easement.

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

i. "**Measurement Date**" shall mean the date on which a determination is being made as to what real property is part of the Eagle Creek Golf Course and Clubhouse (and is, therefore, the property benefitted by the reservations and easements contained in this Supplement).

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

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

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

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

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

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

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

~~c. a permanent, perpetual, non-exclusive right and easement~~

~~on, over, under, across, into and through the Common Property for storm water collection, retention, detention, drainage and discharge from the Eagle Creek Golf Course and Clubhouse on, over, under, across, into and through the Surface Water Management System.~~

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

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

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

(Please note that underlined text is inserted, ~~text stricken through~~ is deleted.)



**EXHIBIT "F"**  
**SECTION 3 OF ARTICLE IX - ASSESSMENTS**

Section 3 of Article IX of the Declaration is hereby amended to read as follows:

Section 3. Capital Budget and Reserve Fund Contribution. The Board shall annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, ~~and the expected repair or replacement cost to be incurred by the Association, the obligations and duties of the Association and the Commercial Association under the Cost-Sharing Agreement~~, and shall establish a reserve fund for such anticipated expenditures. The Board shall set the required reserve fund, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing of Annual Assessments over the period of the budget. The reserve fund required, if any, shall be fixed by the Board and included within and distributed with the budget and Annual Assessment. Any reserve fund established by the Board shall be held in an interest-bearing account or investments.

(Please note that underlined text is inserted, ~~text stricken through~~ is deleted.)

**EXHIBIT "G"**  
**PARAGRAPH 5 OF THE FOURTH SUPPLEMENTAL DECLARATION**

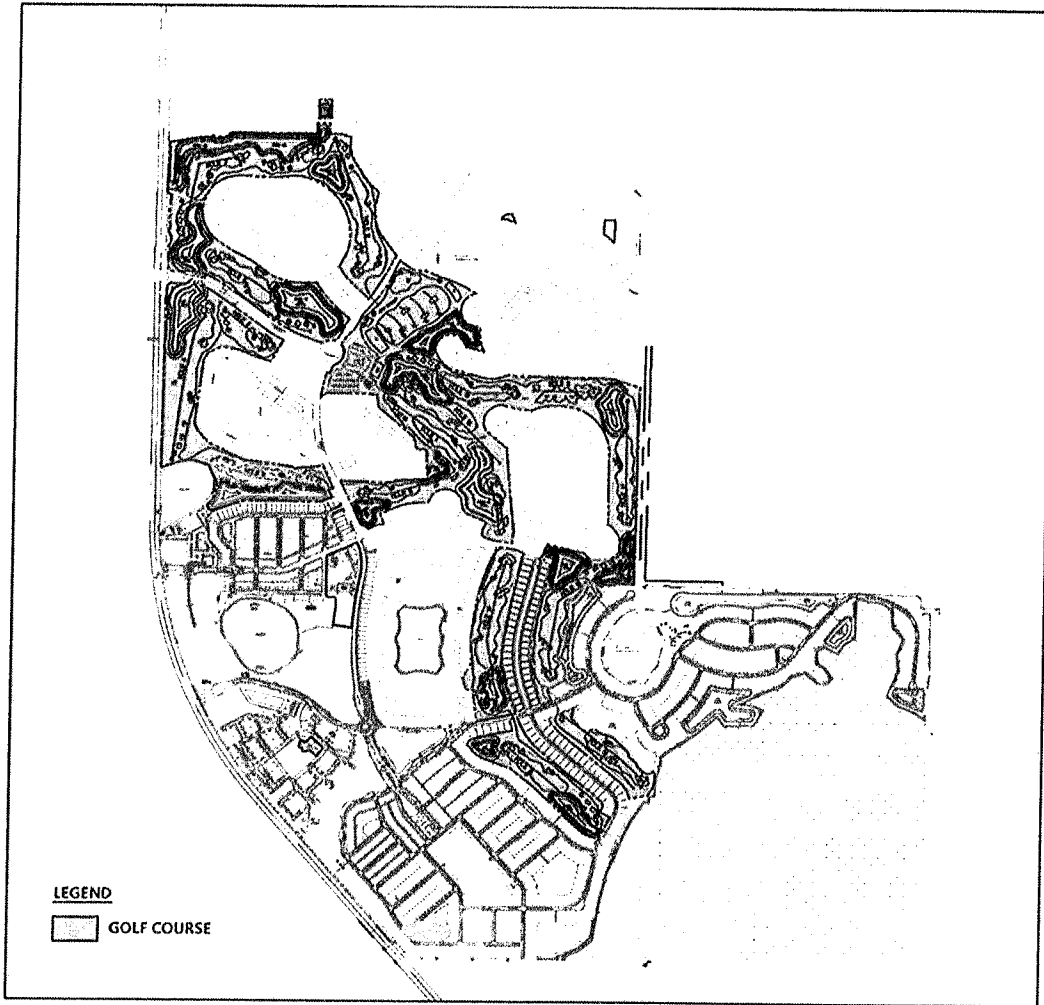
Paragraph 5 of the Fourth Supplemental Declaration is deleted in its entirety.

~~(J) — The Association has the power to require any and all Owner's or agents for the Owner to submit any lease, agreement or other contract that conveys or confers possessory rights to any Lot, to the Association's management company for review. Subject to review, which shall include the absolute right to access and review the proposed tenant's credit and leasing history, the Association's management company will either approve, disapprove or condition the Owner's ability to rent the Lot to that proposed tenant. The Association shall authorize its management company the right to require a pre-paid administrative fee in relation to the review of the proposed tenant. Any Owner that fails to submit the lease, agreement or other contract to the management company shall be deemed in violation of the governing documents, and the Association and its management company shall not issue any right of access to a proposed tenant unless and until the proposed tenant's application has been approved by the Association's management company.~~

(Please note that underlined text is inserted, ~~text stricken through~~ is deleted.)

**EXHIBIT "H"**  
**THE WITHDRAWN GOLF PROPERTY**

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Eagle Creek PD  
Overall Golf Exhibit

December 2018

[CONTINUED ON FOLLOWING PAGE]

Tract "C", EAGLE CREEK PHASE 1A, as set forth in Plat Book 55, Page 137, *et seq.*, of the Public Records of Orange County, Florida.

Tract "D", EAGLE CREEK PHASE 1C – 2 – PART A, as set forth in Plat 76, Page 16, *et seq.*, of the Public Records of Orange County, Florida. As modified by the plat for EAGLE CREEK PHASE 1C – PART B VILLAGE E – REPLAT 2, as set forth in Plat Book 89, Page 136, of the Public Records of Orange County, Florida.

Tract "D-1", EAGLE CREEK PHASE 1A PART B, as set forth in Plat Book 88, Page 18, *et seq.*, of the Public Records of Orange County, Florida.

Tracts "D" and "E", EAGLE CREEK PHASE 1C-3 VILLAGE H, as set forth in Plat Book 93, Page 54, *et seq.*, of the Public Records of Orange County, Florida.

Any other portions of the Eagle Creek Golf Course and Clubhouse as such term is defined in the Residential Declaration.

**EXHIBIT "I"**  
**THE WITHDRAWN APARTMENT AND RETENTION PROPERTY**

Lot 1, **EAGLE CREEK REPLAT VILLAGE M PHASE 1**, according to the Plat thereof as recorded in Plat Book 82, Pages 111 and 112, of the Official Records of Orange County, Florida; and

Lot 1, **EAGLE CREEK VILLAGE M PHASE 2**, according to the Plat thereof as recorded in Plat Book 84, Pages 84 and 85, of the Official Records of Orange County, Florida.

Tract C (Retention), **EAGLE CREEK VILLAGE M PHASE 2**, according to the Plat thereof as recorded in Plat Book 84, Pages 84 and 85, of the Official Records of Orange County, Florida.