

Prepared by and Return to:
Karen Wonsetler, P.A.
860 North Orange Ave.
Suite 135
Orlando, FL 32801



**FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENT AND RESTRICTIONS FOR EAGLE CREEK**

THIS FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK ("Supplemental Declaration") is made on this 13th day of May, 2010, by **EAGLE CREEK DEVELOPMENT CORPORATION**, a Florida corporation, having an address of 370 Center Point Circle, Suite 1136, Altamonte Springs, Florida 32701 (the "Declarant").

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions, Easement and Restrictions for Eagle Creek was recorded January 7, 2004, in Official Records Book 07254, Page 4027, the First Supplement to Declaration of Covenants, Conditions, Easement and Restrictions for Eagle Creek was recorded November 17, 2004, in Official Records Book 07705, Page 1201, and the Second Supplement to Declaration of Covenants, Conditions, Easement and Restrictions for Eagle Creek was recorded May 19, 2005, in Official Records Book 07976, Page 4596, and the Third Supplement to Declaration of Covenants, Conditions, Easement and Restrictions for Eagle Creek was recorded January 8, 2010, in Official Records Book 9985, Page 4095 all in the Public Records of Orange County, Florida (collectively, the "Declaration").

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 reserves to the Declarant the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any portion of 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,

NOW THEREFORE, in consideration of the premises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals stated above are hereby incorporated herein in full by reference. Capitalized terms used in this Supplemental Declaration shall have the same meaning as set forth in the Declaration, as supplemented by this and prior Supplemental Declaration.

2. Supplemental Capital Contribution. Article IX, Section 20 of the Declaration is hereby created as follows:

Section 20. Supplemental Capital Contribution. In addition to the initial working Capital Contribution Declarant creates a Supplemental Capital Contribution. The Supplemental Capital Contribution shall be in addition to any initial Capital Contribution as established by the Declaration in Article IX Section 15, and as amended thereafter. The Supplemental Capital Contribution shall be One Thousand Dollars [\$1,000.00], and this Supplemental Capital Contribution shall be assessed immediately following the issuance of a certificate of title or by the execution of a deed in lieu of foreclosure. The Supplemental Capital Contribution shall be assessed to the person who or entity that purchases from the Owner that took title via certificate of title or by deed in lieu of foreclosure at the time of closing.

Furthermore, the Association permits its agents to charge a transfer fees, estoppel fees and estoppel update fees, each in an amount of up to One Hundred and Fifty Dollars [\$150.00]. A fee for a rush or expedited estoppel certificate shall be allowable in an amount as determined as appropriate by the attorney or agent.

3. Assessments:

A. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of Association. Article IX, Section 16 of the Declaration is hereby amended to include:

In addition to the remedies above, in the event that any delinquent Assessment is not paid within thirty (30) days after the date due, the Owner's, or any one who claims a right of access through the Owner, ability to access Eagle Creek via electronic means shall be suspended without notice in accordance with Article IV Section 4A. The Owner, or any one who claims a right of access through the Owner, shall be able to access Eagle Creek via guardhouse personnel, rather than by the electronic gate code or by use of a gate remote control.

B. Subordination of the lien to the mortgages; Mortgagee's Rights. Article IX, Section 17 of the Declaration is hereby amended to include:

Irrespective of any language or indication to the contrary contained within Article IX, Section 17, in every case in which title to a Lot is transferred, the subsequent Owner shall be liable, jointly and severally. If the subsequent Owner is an Institutional Lender, its liability shall be equal to the amount of the regular and special assessments that came due during the twelve (12) months prior to the date of the certificate of title or of the deed

in lieu of foreclosure, or in an amount that is equal to One Percent (1%) of the first mortgage loan amount, whichever is less. All Owners that take title by certificate of title or by deed in lieu of foreclosure shall pay the initial working Capital and Supplemental Capital Contributions as prospective, post-transfer fees.

C. Exempt Property. Article IX, Section 19, of the Declaration is hereby amended to include:

Property transferred by the Declarant prior to turnover to EC Orlando LLC, including its successors or assignees in interest as they may appear, as a subsequent developer, that is as a Lot Owner which takes title to unimproved property with the intention to improve the property and construct a residential structure to be sold in the regular course of business, shall be deemed to be part of a specific non-voting Class, alleviated of the liability of paying assessments, including any capital contribution, only during its of record ownership period. The Exempt Property shall have no initial Capital Contribution when conveyed by the Declarant, assessments levied pursuant to the annual budget or special assessment as it is part of a different class of parcels as indicated by its ownership of record based upon the state of development, the non-existent levels of services received by those particular Lots and as based upon other relevant factors such as the positive impact made by the particular Lot Owner for taking an unimproved Lot and improving the Lot for resale generally within 6 months of taking title to the overall benefit of the Association.

4. Restrictive Covenants. Article XI, Section 10 shall be amended to include the following language:

In cases of reoccurring violations of the Covenants, Conditions, Easements and Restrictions, such as overgrown grass, weeds or other landscaping related matters, one written notice to the Lot Owner shall be sufficient notice for any and all future violations of the same nature to that same Owner. Any money spent by the Association to cure the violation or to bring the Lot into compliance shall be reduced as a Special Assessment against the Owner and the Lot, collectible in the same manner as a regular assessment. If the Lot Owner fails to make a written objection sent via Certified Mail to the sender of the violation notice within 7 days of mailing, then the Lot Owner has waived his or her right to object to the Association's right to take curative action without further notice. If the Lot Owner does object within 7 days, and sends the written objection via certified mail, then the Lot Owner has the right to appear at the next scheduled Association meeting to state grounds for why the property is not in violation. At such meeting, a majority of the quorum of the Board of Directors, or the Declarant if there has been no turnover, shall vote as to whether or not the Lot has a current violation or not, and what if any action or abatement of action should be taken at that time, as reflected in the meeting minutes.

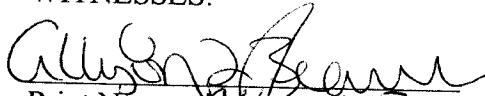
5. Powers of the Association. Article XII Section 6 of the Declaration is shall be amended to include the following language:

(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.

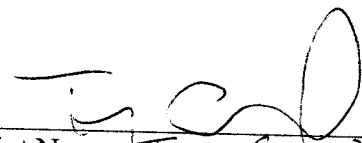
6. Reaffirmation. Except as expressly modified hereby, all terms and provisions of the Declaration are hereby ratified, confirmed and shall remain unchanged and in full force and effect.

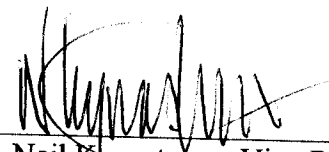
IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed as of the day and year first above written.

WITNESSES:


Print Name: ALLISON BEAVER

"DECLARANT"
EAGLE CREEK DEVELOPMENT
CORPORATION, a Florida corporation


Print Name: Tony Crawford

By: 
Neil Kynaston as Vice-President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, Neil Kynaston as the Vice- President of Eagle Creek Development Corporation, a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of the corporation.

WITNESS my hand and the official seal this 13 day of May, 2010.

Kathy L. Harmon
Notary Public, State of Florida
My commission expires: 6-14-2011

(NOTARY SEAL)

