

**Prepared by, Record and Return to:**  
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[Cross-Reference to  
ORB 7254, Page 4027,  
Doc #20040009798]

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**FORTY-FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK, FIRST AMENDMENT TO ARTICLES OF INCORPORATION OF HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC, AND FIRST AMENDMENT TO BYLAWS OF HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC.**

**THIS FORTY-FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK , FIRST AMENDMENT TO ARTICLES OF INCORPORATION OF HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC, AND FIRST AMENDMENT TO BYLAWS OF HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC.** (this “Supplement and Amendment”) is made effective as of the 6th day of December, 2023, by **EAGLE CREEK DEVELOPMENT CORPORATION**, a Florida corporation, having an address of 283 Cranes Roost Blvd., Suite 250, 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 recorded May 14, 2010 in ORB 10044, Page 4403, Fifth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded October 12, 2011 in ORB 10280, Page 841, Fifth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded April 2, 2012 in ORB 10355, Page 2814, Sixth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded on

May 3, 2012 in ORB 10370, Page 6648, Sixth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded October 3, 2012 in ORB 10451, Page 3943, Seventh Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded November 16, 2012 in ORB 10475, Page 5310, Eighth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded January 28, 2013 in ORB 10512, Page 2525, Ninth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded June 20, 2013 in ORB 10588, Page 8270, Tenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded September 24, 2013 in ORB 10639, Page 788, Eleventh Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded December 11, 2013 in ORB 10675, Page 7459, Release from Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded December 20, 2013 in ORB 10679, Page 8737, Twelfth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded January 23, 2014 in ORB 10692, Page 8208, Corrective Release from Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded January 31, 2014 in ORB 10696, Page 6842, Thirteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded April 22, 2014 in ORB 10733, Page 5124, Fourteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded April 22, 2014 in ORB 10733, Page 5121, Fifteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded July 7, 2014 in ORB 10769, Page 2242, Amendment to Twelfth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded July 28, 2014 in ORB 10780, Page 5278, Sixteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded December 2, 2014 in ORB 10842, Page 7222, Seventeenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 14, 2015 in ORB 10968, Page 221, Eighteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded September 15, 2015 in ORB 10983, Page 5048, Nineteenth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded September 23, 2015 in ORB 10987, Page 0398, Twentieth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded October 20, 2015 in ORB 11000, Page 4790, Twenty-First Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded October 23, 2015 in ORB 11002, Page 6965, Twenty-Second Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded November 2, 2015 in ORB 11006, Page 5608, Twenty-Third Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 16, 2016 as Document Number 20160079131, Twenty-Fourth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 10, 2016 as Document Number 20160412076, Twenty-Fifth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 17, 2016 as Document Number 20160429784, Twenty-Sixth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded December 21, 2016 as Document Number 20160661062, Twenty-Seventh Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 24, 2017 as Document Number 20170104391, Twenty-Eighth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 10, 2017 as Document Number 20170079606, Twenty-Ninth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded May

3, 2017 as Document Number 20170246961, 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, Thirty-Fourth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded March 22, 2019, as Document Number 20190173878, Thirty-Fifth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded August 16, 2019 as Document Number 20190509760, Thirty-Sixth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded October 24, 2019 as Document Number 20190667342, Thirty-Seventh Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded June 23, 2020 as Document Number 20200344251, Thirty-Eighth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 15, 2021 as Document Number 20210088285, Thirty-Ninth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded July 19, 2022 as Document Number 20220438493; and Fortieth Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded February 27, 2023 as Document Number 20230109589 (“**Fortieth 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 Articles of Incorporation of Homeowners Association of Eagle Creek, Inc. (“Articles”) are attached as Exhibit “A” to the Original Declaration and the Bylaws of Homeowners Association of Eagle Creek, Inc. (“Bylaws”) are attached as Exhibit “B” to the Declaration;

**WHEREAS**, the Declaration, Articles, and Bylaws sets forth certain covenants, conditions, easements and restrictions affecting the Property and provides for certain membership, property rights, obligations, procedures and other matters affecting the Property and its Owners; and

**WHEREAS**, until the Turnover meeting occurs as described in Article XIII, Section 2 of the Original Declaration, Article XIX, Section 3 of the Original Declaration provides that 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, the Articles and Bylaws, 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 amend the Declaration, Articles and Bylaws by virtue of this Supplement and Amendment and submits that such amendments do not materially and adversely interfere with an Owner's then permitted use of its Parcel; and

**NOW THEREFORE**, the Declaration, Articles and Bylaws are hereby amended and modified, 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.

3. Amendments. Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

3.1 Article I, Paragraph F of the Declaration shall be amended as follows:

F. "Association Act" shall mean and refer to the laws of the State of Florida applicable to the operations of the Association, from time to time, including, but not necessarily limited to, those laws set forth in Chapter 720, Sections 720.301 through 720.312, Florida Statutes, 2000, as same may be amended from time to time; **provided, however, that unless otherwise required by applicable law, the Association Act shall not, for purposes of this Declaration, be deemed to include Section 720.3045, Florida Statutes, as the same may be amended from time to time, and such Section shall not be deemed to negate or in any way affect the provisions of this Declaration or the actions of the Board of Directors or the Members of the Association.**

3.2 Article I, Paragraph VV of the Declaration shall be amended as follows:

VV. "Village Representative" shall mean and refer to the representatives selected by the Members within each Village pursuant to Article VI, Section 5 of this Declaration as the representative entitled to cast the votes attributable to the Lots within such Village on all matters requiring a vote of the Members of the Association, **except as provided in Subsection D of Section 5 of Article VI of this Declaration.**

3.3 Article II, Section 2.A. of the Declaration shall be amended as follows:

A. **Until such time as Declarant has divested itself of title to all properties and lands in Eagle Creek,** Declarant hereby reserves to itself, and shall

hereinafter 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 **the Association, or** any party or person whomsoever or whatsoever, including any Owner : (except as provided in clause (iii) below): (i) to impose this Declaration upon any real property located within Eagle Creek, and (ii) to withdraw from the provisions of this Declaration any portion of the Property which is owned by the Declarant, and (iii) to withdraw from the provisions of this Declaration any other portion of the Property provided Declarant obtains the prior or concurrent written consent of the Owner of such portion of the Property and without notice to or the approval of **the Association, or** any other party or person whomsoever or whatsoever. Annexations or withdrawals under this Section 2.A. shall be accomplished by execution of a Supplement describing the real property to be annexed or withdrawn, as the case may be, and shall become effective when such Supplement is recorded among the Public Records of the County, unless another effective date for such Supplement is provided for therein.

3.4 Article IV, Section 8 of the Declaration shall be amended as follows:

**Section 8. Rules and Regulations.** In addition to the foregoing restrictions on the use of Common Property, the Association shall have the right, power and authority, subject to the prior written consent and approval of Declarant until Turnover, to promulgate and impose reasonable rules and regulations governing and/or restricting the use of Common Property and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules or regulations so promulgated shall be in conflict with the provisions of this Declaration. The rules and regulations promulgated by the Association shall be applicable to and binding upon all Common Property and all Owners and their successors and assigns, as well as upon all members of their families, their tenants, guests, and other invitees and upon all other parties claiming by, through or under such Owners. **No rules and regulations shall be adopted which materially affect or impair the Eagle Creek Golf Course and Clubhouse, the Golf Course Owner, or the Reserved Easements granted to the Golf Course Owner, the Eagle Creek Golf Course and Clubhouse, and their respective designees, invitees, guests, employees, contractors, vendors, and materials suppliers, without written approval of the Golf Course Owner.**

3.5 Section 1 and Subsection 2 A of Article VI of the Declaration shall be amended as follows and a new Subsection 5 D is added to Article VI of the Declaration as follows:

**Section 1. Membership.** The Declarant and every Owner shall be Members of the Section 1. Association. By acceptance of a deed or other instrument evidencing its ownership interest in a Parcel, each Owner accepts membership in the Association, acknowledges the authority of the Association herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and other rules and regulations of the Association

adopted pursuant to the provisions of this Declaration. Notwithstanding anything in this Declaration to the contrary, **except as provided in Subsection D of Section 5 of this Article VI**, Owners of any Lot shall exercise all of their rights as a "Member" of the Association by and through the Village Representative process established pursuant to the provisions of Section 5 of this Article VI. However, the provisions of this Declaration pertaining to exercise of membership rights in the Association by Owners through Village Representatives are not intended, and neither shall they be deemed, to have any impact upon the obligations, duties, responsibilities or liability of any Owner arising pursuant to this Declaration. In addition to the foregoing, each Owner shall cause its family members, tenants, guests and other invitees to abide and be bound by the provisions of this Declaration, the Articles of Incorporation, the Bylaws and other rules and regulations of the Association adopted pursuant to the provisions of this Declaration.

Section 2. Voting Rights. The voting rights of the Members of the Association shall be allocated and exercised as set forth in the following provisions of this Section 2 or in the Articles of Incorporation or Bylaws, or as otherwise required by the Association Act.

A. Membership in the Association shall be divided into Class A, Class B and Class C Members and the membership in each such class, and the voting rights applicable thereto, shall be allocated as follows:

Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant (prior to Turnover). For purposes of electing Village Representatives only, Class A Members shall be allocated one vote for each Lot in which they hold the interest required for membership in the Association pursuant to Section 1 above. Class A Members shall otherwise have no voting rights, **except as provided in Subsection D of Section 5 of this Article VI**.

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Section 5. Villages and Village Representatives. From and after institution of the Village Representative voting procedure set forth in this Section 5, voting of Members owning Lots within the subdivided Village on all Association matters shall be conducted by and through Village Representatives established pursuant to this Section 5, **except as provided in Subsection D of this Section 5 below**.

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**D. The Village Representatives shall not be entitled to cast votes on behalf of the Class A Members with respect to, and the Class A Members shall be considered the "Voting Member" and the requisite number of votes of such Class A Members, in person or by proxy, and not by or through the Village Representatives, shall be required, to approve or disapprove (as appropriate) any or all of the following matters:**

**1. The commencement by the Association of any litigation involving amounts in controversy in excess of \$100,000.00, as provided in**

Section 720.303 (1), Florida Statutes, as the same may be amended from time to time.

2. Any determination by the Board of Directors to levy any Special Assessment, pursuant to this Declaration, its Articles of Incorporation or its Bylaws, including but not limited to Special Assessments pursuant to Article IX, Section 5 of this Declaration or any determination by the Board of Directors to amend the Budget prior to the annual meeting which would result in an increase in the assessments payable by Members, unless such increase is necessary to pay for increases in costs for required maintenance, repairs, insurance or taxes, shall require the approval of such action by an affirmative vote of a majority of the Class A Members.

3. Any vote to disapprove any budget of the Association, as provided in Article IX, Section 4 of this Declaration..

4. Any vote to terminate the Declaration pursuant to Article XIX, Section 1 of the Declaration.

5. Any vote to amend this Subsection D of this Section 5 or to otherwise amend any other provision of the Declaration, Articles of Incorporation of Bylaws of the Association to negate or have the effect of changing the application of this Subsection D of this Section 5 shall require the affirmative vote or written consent, or any combination thereof, of Class A Voting Members representing sixty-six and two-thirds percent (66 2/3%) of the total votes of the Class A Voting Members of the Association.

3.6 Article VII, Section 8 of the Declaration shall be amended as follows:

Section 8. Limitations and Restrictions on Power of Association to Act Without Member Approval. In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, this Declaration or in the Articles of Incorporation or Bylaws, and without limiting the generality of any thereof, the Association shall be prohibited from taking any of the following actions without the prior approval of two-thirds (2/3) of the Members of the Association present, in person or by proxy, at a special meeting of the Members of the Association held for the specific purpose of obtaining member approval of the following actions:

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C. The sale, transfer or other disposition, whether or not for consideration, of any real property owned by the Association as Common Property; provided, however, in no event shall the Association be entitled or empowered to sell, convey or transfer any real property constituting Common Property transferred and conveyed by Declarant to the Association without first receiving the prior written consent of Declarant. Further, upon the request of Declarant, the Association shall re-convey to Declarant, or convey directly to a Community Development District or MSTUs/MSBUs, any Common Property previously

conveyed by Declarant to the Association, in the event such original conveyance was made in error; ~~or in the event~~ **if the** Declarant seeks to cause or assist in the establishment, creation or operation of Community Development District or MSTUs/MSBUs; ~~or in the event~~ **if the** Declarant modifies the Land Use Plan in such manner as to require the incorporation of the affected Common Property into residential or commercial property use; **or if the Declarant seeks to withdraw the Common Property for dedication to a governmental agency or authority.** Any such reconveyance shall automatically cause all of the easements created under Article VIII or any plat of the Property to be automatically void, released and vacated without the requirement of any written release from any easement holder. Notwithstanding anything to the contrary contained in the foregoing, the Association shall not be permitted to sell, transfer or otherwise dispose of any lands upon which is contained any part of the Surface Water Management System, or any facilities associated with the operation of such system, without the prior written consent of the SFWMD and the County. **This Section 8 shall not prevent the Declarant from withdrawing any portion of the Property pursuant to and as permitted by Article II, Section 2.A. of this Declaration.**

3.7 Article VIII, Section 3 of the Declaration shall be amended as follows:

Section 3. Declarant Easements. **For so long as the Declarant owns any lands and properties in Eagle Creek,** ~~t~~The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, an easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees, including, but not limited to, as necessary for Declarant to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration. Declarant reserves the right to impose further restrictions and to grant or delegate additional easements and rights-of-way on any of the Property owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Property. Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of security and television cables and wire within the rights-of-way, Common Property, and easement areas referred to hereinabove.

3.6 Article VII, Section 10 of the Declaration shall be amended as follows:

Section 10. Construction and Marketing Easements. There is hereby created, declared, granted and reserved for the benefit of Declarant, **as long as the Declarant owns any lands and properties in Eagle Creek,** together with the right to grant, assign and transfer the same to Declarant's sales agents and sales representatives as well as to builders or building contractors approved by Declarant for the construction of residences within the Property, an easement for construction activities upon the Property and an easement for marketing activities and signs on the Property and for the maintenance on the Property from time to time of model centers in which and from which Declarant and its authorized sales agents and sales



representatives and approved builders and building contractors may engage in marketing and information activities on a temporary basis during the period of the development of and construction within the Property ("Construction and Marketing Easements"), provided, however, that such marketing activity conducted within Parcels designated for single family residential development purposes pursuant to the Land Use Plan shall be conducted from and within buildings constructed as single family residential dwellings which are temporarily used for such activities and which are thereafter to be sold, used and occupied as single family residential dwellings. The location of such model centers may be changed from time to time by Declarant, in its sole and absolute discretion.

3.8 Article IX, Section 6 of the Declaration shall be amended as follows:

Section 6. Assessment of Declarant. Notwithstanding any provision of this Declaration, the Articles of Incorporation or Bylaws to the contrary, Declarant may, at its sole option, for as long as there is Class C membership in the Association, in lieu of paying any Assessment imposed on any Parcel owned by the Declarant, pay only the deficit, if any, between the total amount of the Assessments and the actual costs incurred by the Association to operate the Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses. Notwithstanding anything in the foregoing to the contrary; **(i) Declarant shall have no responsibility for operating deficits of the Association except to the extent that Declarant elects to pay such deficits in lieu of any Assessment as described above; and (ii) for purposes of this Section, operating deficits of the Association that the Declarant would be responsible for pursuant to the first sentence of this Section shall not be deemed to include any shortfall in assessments collected from the Owners of Lots identified by Declarant as being authorized and entitled to utilize and realize the benefits of any property designated as Limited Common Property ("Benefitted Lots") and the costs incurred by the Association with respect to such Limited Common Property from and after the date on which Declarant no longer owns any of such Benefitted Lots. Any such shortfall shall be solely the responsibility of the Owners of such Benefitted Lots.** Upon termination of the Class C membership in the Association, as hereinabove provided, the Assessments against any Parcel owned by Declarant shall be assessed against Declarant as a Class A Member or Class B Member, as appropriate, consistent with Declarant's ownership of such Parcel. After the Class C membership has been terminated, Declarant shall have no responsibility for operating deficits of the Association.

3.7 Article XI shall be amended by adding the following provisions:

**Section 11. Parking. In no event shall Owners, or lessee, tenants, guests, family members, or invitees, of Owners be permitted to store vehicles**

**or park any vehicle in or on the Eagle Creek Golf Course parking areas, unless prior approval has been obtained from the Golf Course Owner or unless such persons are using the Golf Course facilities or attending an event at the Golf Course.**

**Section 12. Golf Course Retention Ponds. There shall be no boating, swimming, other water sports, or fishing activities conducted on or in any retention ponds within the Eagle Creek Golf Course.**

3.8 Article XIV of the Declaration shall be amended as follows:

**ARTICLE XIV**  
**DECLARANT'S RIGHTS**

Notwithstanding any provisions contained in this Declaration to the contrary, at any time that Declarant owns any of the **properties and** lands located within Eagle Creek, Declarant shall have the following rights described in this Article XIV, and the following restrictions described in this Article XIV shall remain in effect:

A. Declarant may maintain and carry on upon portions of the Common Property such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of any of the lands within Eagle Creek, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Parcels owned by the Declarant as models, sales offices, and for lodging and entertainment, respectively, of sales prospects and other business invitees.

B. No person or entity shall record any declaration of covenants, conditions and restrictions affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent and signed by the Declarant.

C. Declarant shall have the right, in its discretion, to receive and approve all sales, promotional, and advertising materials for the subdivision and sale of lands in the Property by any Owner, which approval shall not be unreasonably withheld. Declarant shall deliver notice to any such Owner of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall have deemed to have waived any objections to such materials, forms and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or decreed to be obtained. It is hereby established that if Declarant elects to exercise the rights set forth above to review and approve all sales, promotional and

advertising materials of any Owner, it shall not by doing so incur or create in favor of any third party any liability, obligation or responsibility to ensure that any such materials comply with any and all applicable laws, rules and regulations nor to determine or correct any false or misleading claims or statements contained in such materials. Further in this regard, Declarant's exercise of such rights shall not be deemed to create a partnership, joint venture or principal/agent relationship with such Owner.

**D. Until such time as Declarant has divested itself of title to all properties and lands located within Eagle Creek, if the Association fails to properly perform any of its maintenance obligations as to the Common Property or Limited Common Property and pursuant to the terms of this Declaration, Declarant may, upon not less than thirty (30) days written notice and opportunity to cure such failure, cause such maintenance to be performed and in such event shall be entitled to reimbursement from the Association for all costs incurred.**

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right of the Declarant beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of Orange County, Florida.

This Article XIV may not be amended without the express written consent of the Declarant. **Owners and the Association shall not do anything to hinder or interfere with Declarant's rights or activities contained herein or exercised pursuant to the terms of this Declaration.**

**Any and all Declarant rights contained in this Declaration, or pursuant to this Declaration shall last until Declarant has divested itself of title to all properties and lands in Eagle Creek.**

3.10 Article XIX, Section 16 of the Declaration shall be amended as follows:

Section 16. Indemnification. To the full extent as permitted by applicable law, the Association shall indemnify every **current or former** officer, director, and committee member, **or any other person acting in a voluntary capacity on behalf of the Association ("Indemnified Party")** against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such ~~officer, director or committee member~~ **Indemnified Party** in connection with any **threatened, pending or contemplated** action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board), **whether civil, criminal, administrative or investigative**, to which he or she may be a party by reason of being or having been an ~~officer, director, or committee member~~ **Indemnified Party**. The ~~officers, directors, and committee member~~ **Indemnified Party** shall not be liable for any mistake of judgment, negligent or otherwise, ~~except for their own individual willful misfeasance, malfeasance, misconduct, or~~

~~bad faith~~ **unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that the Indemnified Party did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that the Indemnified Party had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Indemnified Party failed to act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.** The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability on account of any such contract or commitment. **The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Article, Bylaw, agreement, vote of Members, vote of the Board, or otherwise, and shall continue as to a person who has ceased to be an Indemnified Party and shall inure to the benefit of the heirs and personal representatives of such person.** Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. Upon approval of the Board, ~~†~~**The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. The costs and expense of fulfilling this covenant of indemnification set forth in Section shall be a Common Expense to the extent such matters are not covered by any Association insurance. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of any affected Indemnified Party to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Section. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.**

3.11 Article XIX, Section 4 of the Declaration shall be amended 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 **directly or indirectly** (i) remove, revoke, ~~or~~ modify, **hinder, or interfere with** 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 of 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 Count, (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 Article XIV, in Article XIX, Section 16, or** 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 of 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. **In recognition of the fact that certain provisions of this Declaration are for the benefit of the Eagle Creek Golf Course and Clubhouse and Golf Course Owner, no amendment to this Declaration which materially affects the Golf Course Owner or the Eagle Creek Golf Course and Clubhouse, may be made, except by the Declarant, without the written approval thereof by the Golf Course Owner.**

3.12. Article XIX, Section 3 of the Declaration shall be amended as follows:

Section 3. Amendments by Declarant. Until such time as the Turnover meeting described in Article XIII occurs, the Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of this Declaration or the restrictive covenants contained in this Declaration, **the Articles and the Bylaws,** 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. After the Turnover, the Declarant shall continue to have the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of this Declaration as necessary to comply with any obligations or requirements imposed upon Declarant, or otherwise in connection with the development of Eagle Creek, by any applicable governmental authority. Otherwise, following Turnover, this Declaration may only be amended pursuant to the provisions of Section 2 of this Article XIX.

3.13 Article VIII, Section 8.1 of the Articles shall be amended as follows:

A Member's right to vote shall vest immediately upon such Member's qualification for membership as provided in the Declaration and these Articles of Incorporation. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Declaration, these Articles of Incorporation, and the By-Laws of the Association, including but not limited to, the following:

8.1. The Association shall have three (3) classes of voting as **provided in the Declaration.** follows:

~~Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant (prior to Turnover). For purposes of electing Village Representatives only, Class A Members shall be allocated one vote for each Lot in which they hold the interest required for membership in the Association pursuant to Section 1 above. Class A Members shall otherwise have no voting rights.~~

~~Class B. Class B Members shall be Owners of Villages, other than the Declarant (prior to Turnover), that has not been subdivided or platted into Lots. It is contemplated, but not required, that Class B Members shall be builders or developers who purchase an unsubdivided Village from Declarant with the intention of platting the Village into Lots. Class B Members shall be allocated one vote for each Village. Class B Members shall automatically become Class A Members as to the Lots created upon subdivision or platting.~~

~~Class C. The Class C Member shall be the Declarant, or its specifically designated (in writing) successor. The Class C Member shall be allocated a number of votes equal to three times the total number of (i) votes attributable to Village Representatives of Class A Members and (ii) Class B votes at any given time; provided, however, that Class C membership shall cease and become converted to Class A or B membership, as appropriate, upon Turnover of the Association as set forth in Article XJU of the Declaration.~~

~~As and to the extent provided in the Declaration, any vote of the Members pertaining to Limited Common Property shall be decided by a vote of only those Members of the Association that have been identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Property.~~

3.14 Article VIII, Section 8.3 of the Articles shall be deleted in its entirety and Section 8.4 shall be renumbered accordingly.

3.15 Paragraph 5.3 of the Bylaws shall be amended as follows:

5.3. Village Representatives. Notwithstanding anything to the contrary in the foregoing provisions of this Section 5, or elsewhere in these Bylaws, voting at

any meeting of the Members of this Association shall be by the Village Representatives, pursuant to the Village Representative process established in the Declaration, **except with respect to those matters which the Declaration provides are to be voted on directly by the Class A Members and not the Village Representatives including, but not limited to, the provisions set forth in Subsection D of Section 5 of Article VI of the Declaration.** Annual and special meetings of Members that are owners of Lots designated to a Village shall be held at such time as is required in the Declaration, and at such other times and upon such conditions as special meetings of the Members may be called pursuant to Section 5.2 above except that in lieu of Sub-Section 5.2.(c), special meetings of the Members of a Village may be called by Members representing not less than ten percent (10%) of the total voting power of Members of such Village. Matters pertaining to such Village, including, but not limited to, the calling, notice and conduct of such meetings, shall be as set forth in the remaining Sub-Sections of this Section 5.

4 **Withdrawal of Designated Property.** Declarant, as the Owner of such property, hereby amends Exhibit “A” of the Fortieth Supplement by deleting therefrom and withdrawing Lot 348, EAGLE CREEK VILLAGE J & K PHASE 2B-1, according to the plat thereof as recorded in Plat Book 111, Pages 1 through 5, inclusive, of the Public Records of Orange County, Florida (“Lot 348”) from the effect and coverage of the Declaration and the jurisdiction of the Association as part of the Designated Property of the Association under the Declaration.

5 **Annexation of Designated Common Property.** Declarant, as the Owner of such property, hereby amends Exhibit “B” of the Fortieth Supplement by adding thereto and subjecting Lot 348 to the effect and coverage of the Declaration and the jurisdiction of the Association as part of the Designated Common Property of the Association under the Declaration.

6 **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.

7 **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 Supplement 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.

8 **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.

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

WITNESSES:

DECLARANT:

Heather Field  
Print Name: Heather Field

EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation

Meredith Gibson Zornek  
Print Name: Meredith Gibson Zornek

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

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 6th day of December, 2023, by Lawrence B. Pitt, Vice President and Executive Counsel of Eagle Creek Development Corporation, a Florida corporation, on behalf of the corporation and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me.

[Signature]  
Notary Public

(Notary Seal)

Meredith Gibson Zornek  
Name typed, printed or stamped

My Commission Expires: November 6, 2024  
### 053208

