

Prepared by, Record and Return to:

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[Cross-Reference to
ORB 7254, Page 4027,
Doc #20040009798]

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

**THIS FORTY-SECOND SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE CREEK** (this
“Supplement”) is made effective as of the 7th day of February, 2024, 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; Forty-First Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded December 7, 2023 as Document Number 20230706529, 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, 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, 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 by virtue of this Supplement 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 is 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 II. Section 2.D. of the Declaration shall be amended as follows:

D. **Until such time as Declarant has divested itself of title to all properties and lands in Eagle Creek, the Declarant hereby reserves the right to seek and obtain governmental approval to modify from time to time the Eagle Creek DRI or any Plat or PSP/DP and shall have the full power to amend this Declaration to add to, subtract from or make changes in the lands included within the Property or in Eagle Creek regardless of the fact that such actions may alter the relative voting strength of the Members of the Association.** The Declarant shall not be required to follow any predetermined order of improvement or development of Eagle Creek or the Property; and it may annex additional lands and develop them before completing the development of the Property as originally or from time to time constituted. ~~The Declarant shall have the full power to add to, subtract from or make changes in the lands included within the Property or in Eagle Creek regardless of the fact that such actions may alter the relative voting strength of the Members of the Association.~~

3.2 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 Eagle Creek ~~the Property~~:

- A.** an easement for construction activities upon **or in** the Property **Eagle Creek, or on property to be annexed into Eagle Creek;**
- B.** **an easement for ingress and egress on, over, under and across the Common Property by Declarant, its successors, assigns, affiliates, employees, contractors, vendors, material men, and suppliers for any construction activities; and**
- C.** an easement for marketing activities and signs on **any land and/or improvements owned by Declarant, approved builders and their respective successors, assigns and affiliates and on any common areas within** the Property **Eagle Creek;** and
- D.** **an easement** 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 **Eagle Creek** ("Construction and Marketing Easements"),

~~provided, however, that~~ **Any** such marketing activity conducted within Parcels designated for single family residential development purposes pursuant to the Land Use Plan ~~shall~~ may 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 **or from and within any other temporary or permanent improvements or facilities.** The location of such model centers may be changed from time to time by Declarant, in its sole and absolute discretion.

3.3 Article VIII, Section 14 of the Declaration shall be amended 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, and the "Golf Related Easements" delineated in the first paragraph of this Section 14, 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 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~~

~~e.~~

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.

3.4 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. **Declarant, its successors, agents, assigns, employees, contractors, or vendors shall have the right to make any modifications, improvements or alterations to any property within Eagle Creek, including any roads, rights of way, Common Areas, sidewalks, curbs, drainage/retention ponds, sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant thereto, to all of the foregoing, or any other structure, improvement, facility or system located within Eagle Creek, reasonably required, convenient, or incidental to the construction or development of any lands within Eagle Creek, or any lands that will be annexed into Eagle Creek, by Declarant and its successors, affiliates and**

assigns. Declarant, its successors, assigns, agents, employees, contractors, or vendors, shall have the right to seek and obtain modifications to any and all applicable governmental or quasi-governmental permits, including but not limited to the Surface Water Management System permits, issued in the name of the Declarant or the Association, affecting any lands owned by Declarant and/or the Association, to facilitate the construction or development of lands owned by Declarant in Eagle Creek. If requested by Declarant, an officer or Board member of the Association shall be obligated to execute any documents necessary to effectuate such modifications to any and all applicable governmental or quasi-governmental permits. If an officer or Board member fails to promptly execute any such documents, the Association will be deemed to have granted to Declarant its power of attorney, coupled with an interest, entitling Declarant to execute such documents in the name of the Association.

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. **To the fullest extent permissible by law, Declarant shall retain any and all rights that are expressly granted, reserved, or reasonably inferred from any provision in this Declaration after the Turnover Meeting has occurred and for so long as Declarant or any affiliate or assignee thereof, continues to own any land or properties within Eagle Creek. Declarant shall have the absolute and exclusive discretion to determine or interpret if it has reserved any rights in this Declaration.**

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.

3.5 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, **and/or** the restrictive covenants contained in this Declaration, the Articles **and/or** 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, unless otherwise restricted by applicable law, 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 **or otherwise as required by Declarant in connection with the development of Eagle Creek.** Otherwise, following Turnover, this Declaration may only be amended pursuant to the provisions of Section 2 of this Article XIX **and Section 2.D. of Article II of this Declaration.**

4. 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.

5. 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.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]**

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

WITNESSES:

DECLARANT:

Heather Field
Print Name: Heather Field
283 Cranes Roost Blvd Ste 250
Altamonte Springs FL 32701

Meredith Gibson Zornek
Print Name: Meredith Gibson Zornek
283 Cranes Roost Blvd, Ste 250
Altamonte Springs, FL 32701

EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation

By: Sharon Thomas
Name: Sharon Thomas
Title: Vice President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of February 2024, by Sharon Thomas, Vice President of Eagle Creek Development Corporation, a Florida corporation, on behalf of the corporation and that she acknowledged executing the same freely and voluntarily under authority duly vested in her by said corporation. He is personally known to me.

Meredith Gibson Zornek
Notary Public

(Notary Seal)

Meredith Gibson Zornek
Name typed, printed or stamped

My Commission Expires: November 6, 2024
HH 053208

