

COLLIER COUNTY

RECORDED

OR BOOK

PAGE

This instrument prepared by:  
Lori E. Kilberg, Esquire  
Greenberg, Traurig, Askew, et al  
100 Australian Avenue, Suite 201  
West Palm Beach, Florida 33406

REC 900  
PRM 150  
DOC \_\_\_\_\_  
INT \_\_\_\_\_  
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AMENDMENT

TO

NEIGHBORHOOD COVENANTS FOR EAGLE CREEK VILLA HOMES

THIS AMENDMENT is made this 2<sup>nd</sup> day of January, 1988 by Eagle Creek Properties, Inc., a Florida corporation.

RECITALS

A. Maxxam Properties, Inc., a New York corporation, recorded that certain declaration entitled Neighborhood Covenants for Eagle Creek Villa Homes in Official Records Book 1224, Page 336, of the Public Records of Collier County, Florida, as amended and supplemented from time to time (the "Declaration").

B. Eagle Creek Properties, Inc., a Florida corporation (the "Developer"), received an assignment of all of the rights, benefits and privileges of Maxxam Properties, Inc. under the Declaration including, without limitation, the amendment right recited hereinbelow.

C. Article XII, Section 5 of the Declaration provides, inter alia, that the Declaration may be amended by Developer alone during the time it holds title to any Lot affected by the Declaration which Developer now does.

D. Developer now desires to amend the Declaration for the purposes hereinafter expressed.

NOW THEREFORE, by virtue of the authority of Developer as aforesaid, the Declaration is hereby amended as follows:

I

The first sentence of the first page of the Declaration is hereby amended to change the name of the Developer to Eagle Creek Properties Inc., a Florida corporation.

II

Article VIII, Section 2 is hereby deleted in its entirety and the following provision is hereby substituted in lieu thereof:

Leases. No portion of a Lot and Unit (other than an entire Lot or Unit) may be rented. All leases, whether oral or in writing, shall be deemed to provide that the Association shall have the right to terminate the lease in the name of and as agent for the Lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, the Master Covenants, or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association or the Community Association. A Unit may be leased no more than eight times

in any calendar year, the lease term of which may not be for a period less than two (2) weeks. Owners wishing to lease their Lots and Units shall be required to place in escrow with the Association a sum of up to \$1,000.00 which may be used by the Association to repair any damage to the Common Areas or other portions of The Properties or Eagle Creek resulting from acts or omissions of tenants (as determined in the sole discretion of the Association or the Community Association, as applicable). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account shall be returned to the Owner within thirty (30) days after the tenant and all subsequent tenants permanently move out. For the purposes of this Section 2, a corporate Unit Owner may allow its officers, directors and employees to make use of the Unit without it constituting a lease.

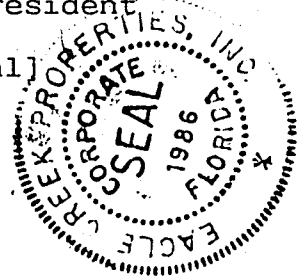
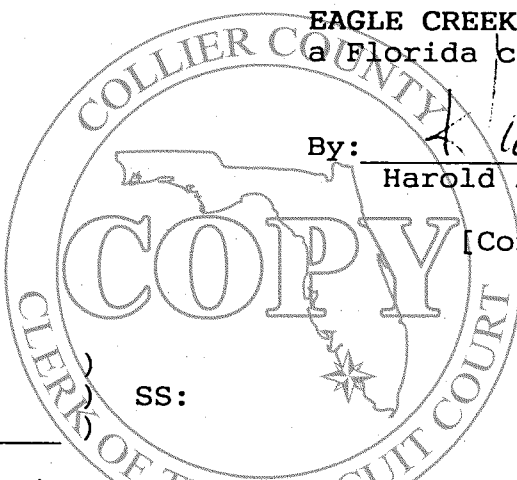
Except as amended hereby, the Declaration shall remain in full force and effect ab initio.

IN WITNESS WHEREOF, Developer has caused this amendment to be executed on the date and year first above written.

EAGLE CREEK PROPERTIES, INC.,  
a Florida corporation

By: Harold A. Egan  
Harold A. Egan, President

[Corporate Seal]



STATE OF FLORIDA

COUNTY OF Collier

SS:

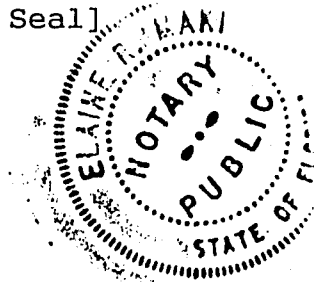
The forgoing First Amendment To Declaration Of Eagle Creek No. Two was acknowledged before me this 4th day of February, 1988, by HAROLD A. EGAN, as President of Eagle Creek Properties, Inc., a Florida corporation, on behalf of said corporation.

My Commission Expires:

Elaine R. Maki  
Notary Public, State of Florida

Notary Public, State of Florida at Large  
My Commission Expires March 25, 1990

[Notarial Seal]



Recorded and Verified  
in Official Records of  
COLLIER COUNTY, FLORIDA  
JAMES E. GREEN, CLERK