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## EXHIBIT D

MUTUAL MAINTENANCE AGREEMENT AND EASEMENT

This Agreement is made this 6 day of September, 1988, by and between CITATION PARTNERSHIP, an Arizona general partnership, and PHASE TWO DEER CREEK GOLF AND TENNIS RV RESORT PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation.

WHEREAS, CITATION PARTNERSHIP, hereinafter referred to as "owner", is the owner of the property described in Exhibit A attached hereto and hereinafter referred to as "easement".

WHEREAS, a paved road, guard house, club house, and pool, and play area have been constructed over the easement, wherein the road connects the property with the other infrastructure facilities and US Highway 27 supporting the Phase Two "Campground Plan", and

WHEREAS, the PHASE TWO DEER CREEK GOLF AND TENNIS RV RESORT PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "association", as an association of property owners in the DEER CREEK GOLF AND TENNIS RV RESORT MASTER PLAN, desires to provide a means of permanent access over the easement and to participate with the infrastructure support facilities and is agreeable to paying its pro rata share of the cost of maintaining the road and facilities.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars paid to the owner by the association, receipt of which is hereby acknowledged, and the mutual undertakings and promises as set forth herein, the owner does hereby grant to the association, for the benefit of its members, a permanent non-exclusive easement for ingress and egress and use to and from DEER CREEK GOLF AND TENNIS RV RESORT PHASE TWO and U.S. Highway 27, said easement being more particularly described on Exhibit A attached hereto and made a part hereof and grants to the Association members the right of use of the infrastructure support facilities deemed herein as are more fully described in the Phase Two Declaration of Covenants, Conditions and Restrictions.

IT IS FURTHER AGREED between the parties that the association shall pay a pro rata share of the costs of maintaining the roads and guard house, club house, pool, and play area, constructed over the easement described in Exhibit A, which pro rata share shall be based on the following ratio: gross acreage lying within DEER CREEK GOLF AND TENNIS RV RESORT, Master Plan including Phase I and all future

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asses or units, as platted in the public records of Polk County, Florida, over the gross acreage served by said road and guard house, club house, pool and play area and owned by the owner. The owner agrees to provide an annual statement to the association at least thirty (30) days before an annual meeting of the association, or fiscal year end of the Association, wherein it establishes its budget for the costs of maintaining said road and guard house, club house, pool and play area for the forthcoming year and setting forth the association's pro rata share of this cost. The owner agrees to make available for inspection, at a reasonable time, this budget and the actual costs of maintaining said road and guard house, club house, pool and play area.

IT IS FURTHER AGREED between the parties that in the event the owner does not maintain the road and guard house, club house, pool and play area the association has the option to maintain said road and guard house, club house, pool and play area and allocate to the owner the owner's pro rata share of the costs of maintaining said road, based on the ratio set forth in the foregoing paragraph. The association shall have all rights of law and in equity to pursue this claim for money damages in the event of the owner's failure to perform as contemplated by this agreement.

The rights, privileges, benefits and burdens set forth in this agreement shall be binding on the successors and assigns of each of the parties hereto.

This agreement may be amended from time to time by the parties, but no amendment shall be binding unless it is reduced to writing and acknowledged by both the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CITATION PARTNERSHIP, an  
Arizona General Partnership

James R. Baker  
Witness as to Owner

By: [Signature] - President  
as General Partner

C. Mc Gillis  
Witness as to Owner

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PHASE TWO DEER CREEK GOLF AND  
TENNIS RV RESORT PROPERTY  
OWNERS ASSOCIATION, INC.

Janette R Baker  
Witness as to Association

C. Mc Millis  
Witness as to Association

By: [Signature]  
as President

STATE OF FLORIDA

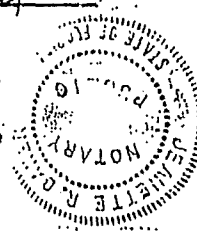
COUNTY OF POLK

The foregoing instrument was acknowledged before me this  
day of Sept. 7, 1988, by B.P. DALRY, a general  
partner on behalf of CITATION PARTNERSHIP, an Arizona general  
partnership and as a free and authorized act.

Janette R Baker  
Notary Public  
State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Aug. 14, 1989  
Issued thru Tray Talk - Insurance Inc.



STATE OF FLORIDA

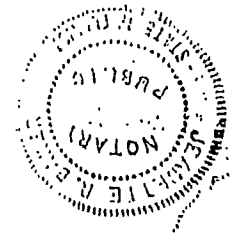
COUNTY OF POLK

The foregoing instrument was acknowledged before me this  
day of September 7, 1988, by B.P. DALRY, as President  
of PHASE TWO DEER CREEK GOLF AND TENNIS RV RESORT PROPERTY OWNERS  
ASSOCIATION, INC., a Florida corporation, on behalf of the  
corporation and as a free and authorized act.

Janette R Baker  
Notary Public  
State of Florida

My Commission Expires

Notary Public, State of Florida  
My Commission Expires Aug. 14, 1989  
Issued thru Tray Talk - Insurance Inc.



FILED, RECORDED, AND  
RECORD VERIFIED  
E. D. "Bud" DIXON, CH. CL. CL.  
POLK COUNTY, FLA.  
BY [Signature] D.C.