

This instrument prepared by and return to Bernard H. Gentry, Esquire
Clark & Campbell, P.A.
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AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR DEER CREEK
GOLF AND TENNIS RV RESORT, PHASE TWO

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO is made and entered into this ___ day of _____, 1996 by DEER CREEK, LTD., a Florida limited partnership, successor in interest to CITATION PARTNERSHIP, an Arizona General Partnership ("Declarant"), Phase Two Deer Creek Golf and Tennis RV Resort Property Owners Association, Inc., a Florida not for profit corporation ("Association (Class I)") and the Phase Two Deer Creek Golf and Tennis RV Resort Property Owners (Class A) Association, Inc., a Florida not for profit corporation ("Association (Class A)").

WITNESSETH

WHEREAS, Declarant is the fee simple owner of approximately 1840/2690 undivided interests in the parcel of land located in the County of Polk, State of Florida, which is described in Exhibit "A", attached hereto and made a part hereof by this reference, (hereinafter called the "Subject Property"), Declarant's predecessor made transfers of certain undivided interests (1/2690 to each purchaser) in the Subject Property and Declarant contemplates the sales of further undivided interests (10/2650 to each purchaser) in the Subject Property to purchasers thereof; and

WHEREAS, Declarant desires to establish on this Subject Property undivided interests in a recreational vehicle community known as Deer Creek Golf and Tennis R.V. Resort, Phase Two, such resort to contain sites, as hereinafter defined.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of the sites and other facilities within the Subject Property, all as referenced above and as hereinafter might be referenced and, to this end desires the Subject Property (sometimes hereinafter referred to as Deer Creek, Phase Two) to be bound to covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, all of which are for the benefit of Deer Creek, Phase Two, the Declarant and of each Owner thereof, including each Owner of any Undivided Interest thereof; and

WHEREAS, Declarant's predecessor has previously executed and caused to be recorded in the public records of Polk County, Florida, the Declaration of Covenants, Conditions and Restrictions for DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, an undivided interest resort, dated August 1, 1988, and recorded in Official Records Book 2666, Page 166-218, public records of Polk County, Florida (the "Declaration"); and

Handwritten initials or signature

WHEREAS, Declarant's predecessor has created the Phase Two Deer Creek Golf and Tennis R.V. Resort Property Owners Association, Inc., a Florida not for profit corporation, (hereafter referred to as Association (Class I)) to maintain and administer the Class I Lots and Class I Amenities (both as hereinafter defined), such Association to be comprised of all Class I UDI Owners (as hereinafter defined) and to administer and enforce the covenants, conditions, restrictions, easements, and liens herein established and provided pertaining to the Class I Lots and Class I Amenities; and

WHEREAS, there are currently existing approximately 850 owners (such Owners are hereinafter defined as "Class I UDI Owners") owning approximately 850/2690 of the total undivided interests in the Subject Property (as hereinafter defined). The Declarant currently owns 1793/2690 of the total undivided interests in the Subject Property; and

WHEREAS, there are now a total of 269 platted lots in the Subject Property. Upon completion of development of the Class A Lots and Class A Amenities only 265 platted lots will remain. The Declarant has been required by Florida law to reserve 90 lots on the Subject Property for the use of the Class I UDI Owners but will actually reserve 98 lots; and

WHEREAS, the Association (Class I) on behalf of the Class I UDI Owners and the Declarant wish to segregate the Class I UDI Owners from other owners of any interest in the Subject Property so that the Class I UDI Owners may exclusively utilize Lots 230-256, 269-284, and 414-468 of Deer Creek Golf and Tennis RV Resort, Phase Two according to the map or Plat thereof recorded in Plat Book 86, Pages 50 and 51, of the public records of Polk County, Florida ("Class I Lots"), together with its infrastructure, the Clubhouse, and Pool, "Tract A" ("Class I Amenities") as shown on the drawing designated as Exhibit "A.1" and attached hereto; and

WHEREAS, the Declarant wishes to utilize exclusively the remaining lots in the Subject Property (the 269 platted lots (265 after development of the Class A Lots) located on the Subject Property less the Class I Lots, hereinafter defined as the "Class A Lots") and the infrastructure previously constructed on the Subject Property for the Class A Lots (the "Class A Amenities") for other owners or members which Declarant will sell to or contract with in the future. The Declarant may sell undivided fee simple interests in the Class A Lots to purchasers ("Class A UDI Owners") as well as permit resort members under membership contracts with Declarant to utilize certain of the Class A Lots in accordance with such membership contracts (resort members and the Class A UDI Owners are hereinafter defined as "Class A Users"); and

WHEREAS, the Association (Class I) will continue to have all rights to maintain and administer the Class I Lots and Class I Amenities in accordance with the Declaration, however the Association (Class I) will have no rights to maintain and administer the Class A Lots or the Class A Amenities. The Association (Class A) has been formed by the Declarant to maintain and administer the Class A Lots and Class A Amenities; and

WHEREAS, the Association (Class I) wishes to continue to employ Declarant to manage the Class I Lots and Class I Amenities and the Association (Class A) wishes to employ Declarant

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to manage the Class A Lots and the Class A Amenities. Declarant contemplates ending its management duties for the Association (Class I) promptly after recordation of this Declaration.

NOW, THEREFORE, Declarant does, by these presents, hereby declare that the Subject Property is known as Deer Creek Golf and Tennis R.V. Resort, Phase Two and such Subject Property is hereby made subject to this Declaration and each and every covenant, condition, restriction, easement, charge, and lien hereinafter set forth and that from and after the date hereof, and further that the Subject Property and any and all parts thereof shall be owned, transferred, sold, conveyed and occupied subject to each and every provision and the entirety of this Declaration, such to be construed as covenants, easements and conditions running with the title and ownership of the land creating mutual equitable servitudes for the benefit of each Class I UDI Owner and each Class A UDI Owner of the Subject Property and the Declarant.

NOW, THEREFORE, for and in consideration of the covenants herein contained and contained in the Declaration, the Declarant, Association (Class I) and Association (Class A) hereby execute this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase Two as follows:

ARTICLE I

DEFINITIONS

Paragraph 1. Terms. The following words, when used in this Declaration and when used in any other document which might incorporate the terms of this Declaration, shall have the following meanings:

(a) "Association (Class I)" shall mean the not for profit Florida corporation named Phase Two Deer Creek Golf and Tennis R.V. Resort, Property Owners Association, Inc., organized as the Association of Owners of Undivided Interests to utilize Class I Lots and Class I Amenities.

(a.1) "Association (Class A)" shall mean the not for profit Florida corporation named Phase Two Deer Creek Golf and Tennis RV Resort, Property Owners (Class A) Association, Inc., organized as the Association of Owners of Undivided Interests to utilize the Class A Lots and Class A Amenities.

(b) "MASTER ASSOCIATION" shall mean the non-stock Florida corporation named Deer Creek Golf and Tennis Resort Master Association, Inc., or similar name which may be organized as the Association for Owners of undivided interests in the Master Plan.

(c) "Class I Accommodation" shall mean a site or such other facility or improvement for overnight use and occupancy by Class I UDI Owners and are designated as the four (4) park models on Lots 414, 415, 416, and 417, or such other lots as the Developer or the Association (Class I) may select

(d) "Class I Common Furnishings" shall mean all furniture, furnishings, appliances, fixtures and equipment and all other personal property from time to time owned, leased, or held for use by the Class I UDI Owners including all in place furnishings as might be located within a site.

(e) "Mortgage" shall mean a mortgage instrument encumbering any Undivided Interest, provided that such instrument is evidenced by a written instrument which has been recorded in the Official Records of Polk County, Florida.

(f) "Master Plan" shall mean Phases I, II, III or additional phases contemplated by the Declarant and Declarant's retained property located within the legal description for the Master Plan.

(g) "Class I UDI Owner" shall mean the Owner of a Class I Undivided Interest.

(g.1) "Class A UDI Owner" shall mean the Owner of a Class A 10/2650 Undivided Interest.

(h) "Plat" shall mean that certain Plat of Phase Two Deer Creek Golf and Tennis RV Resort, recorded at Plat Book 86, Page 50 and 51, Public Records of Polk County, Florida.

(i) "Recreational Vehicle" shall mean a vehicular type unit initially designed as temporary living quarters either has its own mode of power or is mounted on or drawn by another vehicle, including, but not limited to travel trailers, truck campers, motorhomes, camping trailers. Recreational vehicles shall not, however, include a mobile home as that term is defined by the Department of Housing and Urban Development or Chapter 723, Florida Statutes.

(j) "Recreational Vehicle Site" shall mean a Site on which a Recreational Vehicle or similar vehicle or equipment may be placed. Occupancy and use of Recreational Vehicle Sites is limited to Recreational Vehicle Site users or the Declarant.

(k) "Resort Property" shall mean the property committed to Deer Creek Golf and Tennis RV Resort, Phase Two.

(l) "Retained Property by Declarant" shall mean property in the Master Plan not committed to Ownership by Class I UDI Owners and Class A Users.

(m) "Deer Creek Golf and Tennis R.V. Resort, Phase Two" shall mean the Subject Property.

(n) "Undivided Interest" shall mean an undivided one two-thousandth and six hundred and ninety (1/2690) fractional interest as tenant-in-common in the Subject Property. Class I UDI Owners own a 1/2690 Undivided Interest, Class A UDI Owners will own a 10/2650 Undivided Interest.

(o) "Park Model" shall mean the four (4) furnished recreational park model situated on

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on the Lots described in (c) above only available for Class I UDI Owners. Class A UDI Owners have no rights to any of Declarant's owned Park Model on the Class A Lots and have no right to utilize the Park Models located on the Class I Lots.

(p) "Class I Amenities" shall mean roads, drainage, utilities, concrete pads, landscaping, clubhouse, bath house, swimming pool, and walkways and other improvements constructed by the Declarant or Association (Class I) and designated in that portion of the Subject Property described in Exhibit "A.1."

(p.1) "Class A Amenities" shall mean roads, drainage, utilities, any concrete pads constructed, landscaping, and other improvements constructed by the Declarant or Association (Class A) as designated in Exhibit "A.1". Declarant has no obligation to construct any additional improvements or amenities on the Class A Lots or for their benefit and does not intend to do so.

(q) "Class I Lots" shall mean the 98 lots shown on the attached Exhibit "A.1," more specifically described as Lots 230-256, 269-284, and 414-468 of the Deer Creek Golf and Tennis RV Resort Phase II Plat recorded at OR Book 86, Pages 50 and 51, public records of Polk County, Florida.

(q.1) "Class A Lots" shall mean the 167 lots shown on Exhibit "A.1," more specifically described as Lots 200-229, 257-268, 287-410 and 413 of the Deer Creek Golf and Tennis RV Resort Phase II Plat recorded at OR Book 86, Pages 50 and 51, public records of Polk County, Florida.

(r) "Class I Access Road" shall mean the road to be utilized by the Association (Class I) for access to the Class I UDI Lots. The initial Class I Access Road is more specifically described in Exhibit "C" and is additionally depicted on Exhibit "A.1."

(s) "Boulevard" shall mean the access road commonly known as Deer Creek Boulevard. The property is more specifically described in Exhibit "D" and is additionally depicted on Exhibit "A.1."

ARTICLE II

Section A

USE AND OWNERSHIP OF CLASS I LOTS AND CLASS I AMENITIES
BY CLASS I UDI OWNERS

Paragraph 1. Use The Class I Lots and Class I Amenities shall be used solely for recreational purposes only, such as hiking, swimming, camping, outdoor sports and other recreational uses permitted by the rules and regulations and as may otherwise be permitted by the Declarant; provided that no Class I UDI Owner shall make a site his primary residence, homestead, or use his Undivided Interest or any portion of the Class I Lots or Class I Amenities for commercial

purposes. No aboveground or underground structure or fixture of any kind or nature and no fences of any kind shall be constructed, maintained, or permitted upon any portion of the Class I Lots or Class I Amenities without the express prior written approval of the Association (Class I) or as may be installed by Declarant. No vehicle or other personal property may be placed, stored, kept, or permitted to be maintained upon any portion of the Class I Lots or Class I Amenities except within a Class I Lot. No site may be used or occupied by any Class I UDI Owner unless and until such Owner has complied with the reservation procedure, as hereinafter provided. No portion of the Class I Lots or Class I Amenities shall be used in such a manner as to obstruct or interfere with the use and enjoyment by other Class I UDI Owners other than the site as might be reserved lawfully by a Class I UDI Owner, nor shall any nuisance or illegal activity be permitted to occur or be committed upon any site. No Class I UDI Owner shall have the right to make alterations or repairs to any site, nor shall any owner create or permit to exist any nuisance within the Class I Lots or Class I Amenities or commit waste with respect thereto. Notwithstanding any other provision herein to the contrary, however, nothing in this Declaration shall be construed as prohibiting the Declarant from completing construction of improvements within the Class I Amenities as may hereafter be determined by Declarant or from conducting any activity which Declarant intends as a means of promoting the resale of undivided interest in the Class I Lots.

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Paragraph 2. Rights of Class I UDI Owners. Subject to the payment of all assessments as might be levied by the Association (Class I) or Declarant hereunder, and subject to the provisions of this Declaration, including Article II, Section A, Paragraph 4, hereof, and the Rules and Regulations as might be adopted applicable to the Class I Lots and Class I Amenities, each Class I UDI Owner shall have the non-exclusive right with the other Class I UDI Owners to use and occupy the Class I Lots, including sites located thereon (as tenants-in-common) and to use and occupy the sites otherwise available, for the purposes permitted by this Declaration provided, however, that use shall be subject to the reservation procedures as may be set forth herein and in the Rules and Regulations applicable to Class I Lots.

Paragraph 3. Reservation Procedure. Prior to use of any Class I Lot, a Class I UDI Owner must, in accordance with the then existing rules and regulations of the Association (Class I), reserve use of a Class I Lot. A reservation may be made for such period of time as desired by the Class I UDI Owner; provided, however, no Class I UDI Owner shall exceed use of a Class I Lot for a period greater than fourteen (14) consecutive days. Any Class I UDI Owner who has occupied a Class I Lot for fourteen (14) consecutive days must vacate any and all Class I Lots for a period of no less than seven (7) consecutive days following the expiration of the first fourteen (14) days before such Class I UDI Owner will be allowed to occupy the same Class I Lot or another Class I Lot as may be available for use.

Paragraph 4. Limitation on Use. Each Class I UDI Owner of an Undivided Interest in the Subject Property other than Declarant shall be designated as a Recreational Vehicle Site user, or park model user or such additional class user as may be established by the Declarant in respect to sites as might be developed by Declarant other than the hereinabove defined. The Class I UDI Owner shall have absolutely no right to utilize Class A Lots or Class A Amenities. The rights of Class I UDI Owners shall be as follows:

(a) A Recreational Vehicle Site user shall, subject to the reservation procedures, be entitled to use and occupy any Recreational Vehicle Sites as may exist within the Subject Property and designated as Class I Lots in accordance with the terms of this Declaration.

(b) A Park Model Site user shall, subject to the reservation procedures, be entitled to use and occupy the four (4) Class I Lots that contain a park model, that is the Lots described in Article I (1)(c) above, as may exist within the Class I Lots and Class I Amenities in accordance with the terms of this Declaration.

The Declarant, by recordation of this Declaration expressly gives up its right to create an additional class of users with respect to Class I Lots and Class I Amenities only.

Paragraph 5. Ownership. Fee simple title to the Subject Property shall be vested in the Owners in Undivided Interests. Each and every Class I UDI Owner of an Undivided Interest does, by acceptance of a deed to an Undivided Interest, covenants and agrees that no Class I UDI Owner shall seek partition of their Undivided Interests from the remaining Undivided Interest within the Subject Property until such time as these covenants might expire as provided in Article IX hereof. Furthermore, each and every Class I UDI Owner, by acceptance of a deed to any Undivided Interest, does thereby agree that no singular Undivided Interest shall be further divided, partitioned, or in any way fractionalized or segmented unless approved in writing by the Declarant so long as Declarant owns any Undivided Interest.

Paragraph 6. Use by Class I UDI Owners, Family Members, Guests and Lessees. Subject to Article II, Section A, Paragraph 7 below, Class I UDI Owners, their spouses, family members, permitted lessees and guests as authorized by the Association's (Class I) Rules and Regulations or the managing agent are entitled to the rights and privileges of use as might be accorded a member hereunder; provided, family members, lessees and guests, using the Subject Property without the title owner being present while they are so using, may be limited or regulated by the Association's (Class I) Rules and Regulations. Family members under this Section shall be defined as those who are living at their primary place of residence within the same household as the Class I UDI Owner, and who are under the age of twenty-one (21).

Paragraph 7. Restrictions on Use. Use of an Undivided Interest in the Class I Lots shall be subject to the following:

(a) Except in the case of simultaneous use by a family together, and as further restricted in subparagraph (b) of this paragraph, use of an undivided interest shall not exceed ten (10) people at any one time unless approved by the Association (Class I) or Declarant. In one of the four (4) park models on the Lots described in Article I (1)(c) above the maximum people allowed is six (6) people unless prior approval is obtained from the Association (Class I) or Declarant.

A "family" for the purposes of this paragraph, means any number of related people living as their primary place of residence within the same household as the Class I UDI Owner and a group, not exceeding ten (10), of unrelated people. "Related" for purposes hereof, means related

by marriage, adoption, or blood and, in all cases, living at their primary place of residence in the same household as Class I UDI Owner and who are under the age of twenty-one (21). "Household" for purposes hereunder, means within the same living accommodation and under the same dwelling roof.

(b) Unless otherwise provided by Declarant pursuant to subparagraph (c) below of this Paragraph 7, a corporation, partnership, or other legal entity, or multiple Class I UDI Owners (being more than one (1) natural person or more than a husband or a wife as might own an Undivided Interest may use an Undivided Interest in accordance with the terms of this subparagraph. Such corporation, partnership, or other legal entity, or such multiple Class I UDI Owners, shall, during the first ten (10) days of a calendar year or, within the first ten (10) days following acquisition of an Undivided Interest, designate to the managing agent of the Association (Class I), or if such managing agent is not serving, to the Association (Class I) Board of Directors, one (1) representative thereof (the Designated Member). Such representative may use the Undivided Interest on behalf of the corporation, partnership, or other legal entity or on behalf of such multiple Class I UDI Owners, for the following calendar year or upon acquisition for the period of time through the commencement of such calendar year at which time a new designee shall be made. Such designee, together with their husband or wife and family members of the designee who reside with such designee within the same household shall be authorized to use the Undivided Interest during the time designated. "Family Members" shall be defined as provided in Section A, Paragraph 6 of this Article II, provided such definitions shall relate to the designee.

(c) Notwithstanding anything herein otherwise to the contrary, the Declarant reserves unto itself, its successors and assigns in interest, and all of its designates, agents, representatives, contractors and employees, full and complete dominion and control, to the full extent of its ownership, of all of the Subject Property other than Class I Lots and Class I Amenities, .

Paragraph 8. Restrictions on Use of Class I Lots and Class I Amenities. In order to preserve the aesthetics of the property, protect the Resort environment and enhance an atmosphere of congenial owners, the following restrictions on use of the Class I Lots and Class I Amenities are established and adopted:

(a) No portable latrines or other portable systems for deposit of waste material are authorized on or in any Class I Lot or Class I Amenities other than as may be permanently attached and enclosed within a Recreational Vehicle and attachable to a Site sanitary sewage system receptacle, if any, or a permanent part of a site.

(b) No wood picnic table or wood deck shall be cut, axed, chopped, carved, or in any way damaged or mutilated, including, but not limited to, damaged or mutilated for use as firewood.

(c) All trash, garbage, and rubbish shall be deposited in appropriate trash containers as may exist within the Subject Property on a daily basis. No Class I UDI Owner may allow the accumulation of trash, garbage, or rubbish on any Class I Lots and Class I Amenities. Upon termination of use of a site, a Class I UDI Owner shall leave such site in a condition at least as good

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as the condition as existing upon the arrival of the Class I UDI Owner, and the Class I UDI Owner shall remove all trash, rubbish and garbage to centralized dumpsters existing within the Subject Property.

(d) Camping on Class I Lots shall not be permitted except by consent of the Association (Class I) and the Declarant.

(e) No Class I UDI Owner shall use any clothes drying lines on any site, nor hang any laundry to dry within a Class I Lot or Class I Amenity.

(f) No digging, excavation, alteration of the terrain, or other activity which shall alter the natural conditions of the Class I Lots and Class I Amenities shall be done by a Class I UDI Owner.

(g) Each Class I UDI Owner shall assure that running water available to a Class I Lot or Class I Amenity is adequately turned off upon termination of occupancy of a Class I Lot.

(h) There shall be no littering on the Class I Lots and Class I Amenities.

(i) No Class I UDI Owner may use a site as might be subject to a use fee, unless and until designated deposits and/or fees for use of such have been paid by such Class I UDI Owner.

(j) To preserve the undisturbed beauty of the Class I Lots and Class I Amenities, no Owner may post any signs, including for sale signs anywhere within the Class I Lots and Class I Amenities or on or within any Site; provided, however, with the consent of the Declarant, signs and notices may be posted on bulletin boards as may be provided for use.

(k) Pets are to be kept leashed at all times while outside a Class I UDI Owner's R.V. and may not enter buildings, pool areas, or children's play area. Noisy or vicious pets are not allowed on the resort. The Class I UDI owner is responsible for pet droppings and sealable bags are available for this purpose by the Association (Class I). Pets are not allowed in Park Models.

Paragraph 9. Declarant's Rights. Despite any restriction contained herein on use of the property, Declarant has reserved unto itself certain rights as contained herein regarding use of the Subject Property and future development of the Master Plan for Deer Creek. Declarant's reserved rights hereunder shall not be diminished, altered or modified by inclusion of any restriction on use of the Subject Property herein provided.

Paragraph 10. Waiver of Partition Rights. Each Class I UDI Owner on behalf of themselves and their heirs, devisees, successors, and assigns, covenant with each other Class I UDI Owner and with Declarant, that each Class I UDI Owner will not have the power or right to execute any property instrument or take any action or fail to take any action which will encumber the Undivided Interest of any other Class I UDI Owner or Class A UDI Owner or the Declarant, nor have the power or right to seek or obtain through any legal procedures judicial partition of the Undivided

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Interest or sale of the Undivided Interest in lieu of partition, other than as may be expressly provided in this Declaration and that this covenant is hereby incorporated by reference in all future conveyances of the Class I Lots and Class I Amenities and runs with the land. Notwithstanding the foregoing, the Declarant for any remaining Undivided Interests it owns may partition those remaining Undivided Interests at its option.

Paragraph 11. Class I Access Road. The Association (Class I) shall have access to the Class I UDI Lots only through the use of the Class I Access Road as described in Exhibit "I." The Association (Class I) shall have a non-exclusive right to use said Class I Access Road and the Association (Class I) shall be responsible for its pro-rata portion of the maintenance and upkeep of said road. The Declarant shall bear the initial expense of constructing the Class I Access Road. The Declarant, however, reserves the right, upon ten (10) days written notice to the Association (Class I), to relocate, change, or modify the Class I Access Road in Declarant's sole and absolute discretion as long as a road providing ingress and egress to the Class I Lots is provided to the Association (Class I). The Declarant shall bear the expenses of relocating, changing, or modifying the Class I Access Road all in accordance with Exhibit "I."

Section B

USE AND OWNERSHIP OF CLASS A LOTS AND CLASS A AMENITIES BY CLASS A UDI OWNERS

Paragraph 1. Use. The Class A Lots and Class A Amenities shall be used solely for recreational purposes only, such as hiking, swimming, camping, outdoor sports and other recreational uses permitted by the rules and regulations and as may otherwise be permitted by the Declarant; provided that no Class A UDI Owner shall use his Undivided Interest or any portion of the Class A Lots or Class A Amenities for commercial purposes. No aboveground or underground structure or fixture of any kind or nature and no fences of any kind shall be constructed, maintained, or permitted upon any portion of the Class A Lots or Class A Amenities without the express prior written approval of the Association (Class A) or as may be installed by Declarant. No vehicle or other personal property may be placed, stored, kept, or permitted to be maintained upon any portion of the Class A Lots or Class A Amenities except within a Class A Lot. No portion of the Class A Lots or Class A Amenities shall be used in such a manner as to obstruct or interfere with the use and enjoyment by other Class A UDI Owners other than the site as might be lawfully occupied by a Class A UDI Owner, nor shall any nuisance or illegal activity be permitted to occur or be committed upon any site. No Class A UDI Owner shall have the right to make alterations or repairs to any site, nor shall any owner create or permit to exist any nuisance within the Class A Lots or Class A Amenities or commit waste with respect thereto. Notwithstanding any other provision herein to the contrary, however, nothing in this Declaration shall be construed as prohibiting the Declarant from construction of any improvements within the Class A Amenities, although the Declarant is under no obligation to do so, as may hereafter be determined by Declarant or from conducting any activity which Declarant intends as a means of promoting the resale of undivided interest in the Class A Lots.

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Paragraph 2. Rights of Class A UDI Owners. Subject to the payment of all assessments as might be levied by the Association (Class A) or Declarant hereunder, and subject to the provisions of this Declaration, including Article II, Section B, Paragraph 3, hereof, and the Rules and Regulations as might be adopted applicable to the Class A Lots and Class A Amenities, each Class A UDI Owner shall have the exclusive right to use and perpetually occupy the Class A Lot designated to him by license or similar item until such time as he transfers same, for the purposes permitted by this Declaration provided, however, that use shall be subject to the Rules and Regulations applicable to Class A Lots.

Paragraph 3. Limitation on Use. The Class A UDI Owner shall have absolutely no right to utilize Class I Lots or Class I Amenities.

Paragraph 4. Ownership. Fee simple title to the Subject Property shall be vested in the Owners in Undivided Interests. Each and every Class A UDI Owner of an Undivided Interest does, by acceptance of a deed to a 10/2650 Undivided Interest, covenants and agrees that no Class A UDI Owner shall seek partition of their undivided interests from the remaining Undivided Interest within the Subject Property until such time as these covenants might expire as provided in Article IX hereof. Furthermore, each and every Class A UDI Owner, by acceptance of a deed to any Undivided Interest, does thereby agree that no Undivided Interest shall be further divided, partitioned, or in any way fractionalized or segmented and the 10/2650 Undivided Interest may not be divided in any way unless approved in writing by the Declarant so long as Declarant owns any Undivided Interest. A Class A UDI Owner may only convey his entire 10/2650 interest

Paragraph 5. Use by Class A UDI Owners, Family Members, Guests and Lessees. Subject to Article II, Section B, Paragraph 6 below, Class A UDI Owners, their spouses, family members, permitted lessees and guests as authorized by the Association's (Class A) Rules and Regulations or the managing agent are entitled to the rights and privileges of use as might be accorded a member hereunder; provided, family members, lessees and guests, using the Subject Property without the title owner being present while they are so using, may be limited or regulated by the Association's (Class A) Rules and Regulations. Family members under this Section shall be defined as those who are living at their primary place of residence within the same household as the Class A UDI Owner, and who are under the age of twenty-one (21).

Paragraph 6. Restrictions on Use. Use of an Undivided Interest in the Class A Lots shall be subject to the following:

(a) Except in the case of simultaneous use be a family together, and as further restricted in subparagraph (b) of this paragraph, use of an undivided interest shall not exceed ten (10) people at any one time unless approved by the Association (Class A).

A "family" for the purposes of this paragraph, means any number of related people living as their primary place of residence within the same household as the Class A UDI Owner and a group, not exceeding ten (10), of unrelated people. "Related" for purposes hereof, means related by marriage, adoption, or blood and, in all cases, living at their primary place of residence in the

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same household as Class A UDI Owner and who are under the age of twenty-one (21). "Household" for purposes hereunder, means within the same living accommodation and under the same dwelling roof.

(b) Unless otherwise provided by Declarant pursuant to subparagraph (c) below of this Paragraph 6, a corporation, partnership, or other legal entity, or multiple Class A UDI Owners (being more than one (1) natural person or more than a husband or a wife as might own an Undivided Interest may use an Undivided Interest in accordance with the terms of this subparagraph. Such corporation, partnership, or other legal entity, or such multiple Class A UDI Owners, shall, during the first ten (10) days of a calendar year or, within the first ten (10) days following acquisition of an Undivided Interest, designate to the managing agent of the Association (Class A), or if such managing agent is not serving, to the Association (Class A) Board of Directors, one (1) representative thereof (the Designated Member). Such representative may use the Undivided Interest on behalf of the corporation, partnership, or other legal entity or on behalf of such multiple Class A UDI Owners, for the following calendar year or upon acquisition for the period of time through the commencement of such calendar year at which time a new designee shall be made. Such designee, together with their husband or wife and family members of the designee who reside with such designee within the same household shall be authorized to use the Undivided Interest during the time designated. "Family Members" shall be defined as provided in Section B, Paragraph 5 of this Article II, provided such definitions shall relate to the designee.

(c) Notwithstanding the provisions of subparagraph (b), above, the Declarant expressly reserves unto itself and its authorized successors and assigns, the right and power to authorize others to use the Undivided Interests as might be owned by Declarant and to use and occupy the sites and the Subject Property on any basis, temporary or otherwise as may be adopted by the Declarant for use of its Undivided Interests. Such rights of use may be extended by the Declarant without sale of an Undivided Interest by Declarant based upon licenses to use, contracts, or other use arrangements as may be established by Declarant. In addition, Declarant may authorize use of the sites and Subject Property (so long as Declarant owns twenty (20%) percent or more of the Undivided Interests in the Subject Property, including all sites thereon located (so long as Declarant shall own the Property)) to corporations, partnerships, or other legal entities including individual users, on an entry-pass basis, regardless of transfer by Declarant of an Undivided Interest, such that, such users may be entitled to use and occupancy of sites, the Subject Property, for themselves, their officers, directors, employees, designates, agents and representatives as may be determined by Declarant, including for daily or weekly time increments.

(d) Notwithstanding anything herein otherwise to the contrary, the Declarant reserves unto itself, its successors and assigns in interest, and all of its designates, agents, representatives, contractors and employees, full and complete dominion and control, to the full extent of its ownership, of all of its property other than Class A Lots when sold to third parties and Class A Amenities and reserves the full and complete dominion and control over the Class A Lots and Class A Amenities as set out in these Declarations.

Paragraph 8. Restrictions on Use of Class A Lots and Class A Amenities. In order to

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preserve the aesthetics of the property, protect the Resort environment and enhance an atmosphere of congenial owners, the following restrictions on use of the Class A Lots and Class A Amenities are established and adopted:

- (a) No portable latrines or other portable systems for deposit of waste material are authorized on or in any Class A Lot or Class A Amenities other than as may be permanently attached and enclosed within a Recreational Vehicle and attachable to a Site sanitary sewage system receptacle, if any, or a permanent part of a site.
- (b) No wood picnic table or wood deck shall be cut, axed, chopped, carved, or in any way damaged or mutilated, including, but not limited to, damaged or mutilated for use as firewood.
- (c) All trash, garbage, and rubbish shall be deposited in appropriate trash containers as may exist within the Subject Property on a daily basis. No Class A UDI Owner may allow the accumulation of trash, garbage, or rubbish on any Class A Lots and Class A Amenities. The Class A UDI Owner shall remove all trash, rubbish and garbage to centralized dumpsters existing within the Subject Property.
- (d) Camping is prohibited unless consented to by the Association (Class A) and the Declarant.
- (e) No Class A UDI Owner shall use any clothes drying lines on any site, nor hang any laundry to dry within a Class A Lot or Class A Amenity.
- (f) No digging, excavation, alteration of the terrain, or other activity which shall alter the natural conditions of the Class A Lots and Class A Amenities shall be done by a Class A UDI Owner.
- (g) Each Class A UDI Owner shall assure that running water available to a Class A Lot or Class A Amenity is adequately turned off upon termination of occupancy of a Class A Lot.
- (h) There shall be no littering on Class A Lots and Class A Amenities.
- (i) No Class A UDI Owner may use a site as might be subject to a use fee, unless and until designated deposits and/or fees for use of such have been paid by such Class A UDI Owner.
- (j) To preserve the undisturbed beauty of the Class A Lots and Class A Amenities, no Class A UDI Owner may post any signs, including for sale signs anywhere within the Class A Lots and Class A Amenities or on or within any Site; provided, however, with the consent of the Declarant, signs and notices may be posted on bulletin boards as may be provided for use.
- (k) Pets are to be kept leashed at all times while outside a Class A UDI Owner's R.V. and may not enter any other buildings or pool areas. Noisy or vicious pets are not allowed on the resort. The Class A UDI Owner is responsible for pet droppings and sealable bags are available for this

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purpose by the Association (Class A).

Paragraph 9. Declarant's Rights. Despite any restriction contained herein on use of the property, Declarant has reserved unto itself certain rights as contained herein regarding use of the Subject Property and future development of the Master Plan for Deer Creek. Declarant's reserved rights hereunder shall not be diminished, altered or modified by inclusion of any restriction on use of the Subject Property herein provided.

Paragraph 10. Waiver of Partition Rights. Each Class A UDI Owner on behalf of themselves and their heirs, devisees, successors, and assigns, covenant with each other Class A UDI Owner and with Declarant, that each Class A UDI Owner will not have the power or right to execute any property instrument or take any action or fail to take any action which will encumber the undivided interest of any other Class A UDI Owner or Class I UDI Owner, nor have the power or right to seek or obtain through any legal procedures judicial partition of the undivided interest or sale of the undivided interest in lieu of partition, other than as may be expressly provided in this Declaration and that this covenant is hereby incorporated by reference in all future conveyances of the Class A Lots and Class A Amenities and runs with the land. Notwithstanding the foregoing the Declarant may partition its remaining Undivided Interests at its option.

Article III

Section A

MEMBERSHIP IN THE ASSOCIATION (Class I)

Paragraph 1. Membership. Every Class I UDI Owner of an Undivided Interest within the Subject Property shall automatically upon becoming a Class I UDI Owner of an Undivided Interest be a member of the Association (Class I) for the period of such ownership. Membership shall be appurtenant to and may not be separated from ownership including ownership of an Undivided Interest as established and governed hereunder. A Class I UDI Owner, including Declarant, within the Subject Property shall have one (1) membership for each Undivided Interest as may be owned by such Class I UDI Owner. Should a Class I UDI Owner sell or otherwise convey ownership of his Undivided Interest to a third party, the Class I UDI Owner shall still remain jointly and severally liable for any and all assessment fees of the Association (Class I) or Declarant until new ownership is of record in the Public Records of Polk County, Florida.

Paragraph 2. Voting Rights. One (1) vote may be cast with respect to each Undivided Interest owned by each Class I UDI Owner including Declarant. Each vote for each Undivided Interest owned by a Class I UDI Owner including Declarant, is equal in weight to each other vote for each Undivided Interest owned by each Class I UDI Owner including Declarant. In the event

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there is more than one (1) Class I UDI Owner of a specific Undivided Interest, the vote for such Undivided Interest shall be counted as one vote as the Class I UDI Owners thereof among themselves determined and in the event the Class I UDI Owners cannot reach a consensus as to how the vote shall be cast, no vote shall be counted. The Association (Class I) is authorized to accept the vote for an Undivided Interest from one Class I UDI Owner in the event of multiple ownership of an Undivided Interest if it is represented to the Association (Class I) that such person is the lawful representative of all Class I UDI Owners of that Undivided Interest and no objection is raised by any other Class I UDI Owner. Exercise of voting rights shall be further regulated by the provisions of the By-Laws of the Association (Class I).

Paragraph 3. Declarant Control. Declarant does hereby reserve and shall have the power to appoint, remove, and replace the members of the Board of Directors of the Association (Class I) until the first meeting of the members held after the earlier of the following dates:

(a) When Declarant has elected to terminate its power to appoint, remove, and replace directors of the Association (Class I) by written notice to the Association (Class I); or

(b) Two (2) years from the date of the recording of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase Two.

Section B

MEMBERSHIP IN THE ASSOCIATION (Class A)

Paragraph 1. Membership. Every Class A UDI Owner of an Undivided Interest within the Subject Property shall automatically upon becoming a Class A UDI Owner of an Undivided Interest be a member of the Association (Class A) for the period of such ownership. Membership shall be appurtenant to and may not be separated from ownership including ownership of an Undivided Interest as established and governed hereunder. A Class A UDI Owner, including Declarant, within the Subject Property shall have one (1) membership for each 10/2650 Undivided Interest as may be owned by such Class A UDI Owner. Should a Class A UDI Owner sell or otherwise convey ownership of his Undivided Interest to a third party, the Class A UDI Owner shall still remain jointly and severally liable for any and all assessment fees of the Association (Class A) or Declarant until new ownership is of record in the Public Records of Polk County, Florida.

Paragraph 2. Voting Rights. One (1) vote may be cast with respect to each 10/2650 Undivided Interest owned by each Class A UDI Owner including Declarant. Each vote for each 10/2650 Undivided Interest owned by a Class A UDI Owner including Declarant, is equal in weight to each other vote for each 10/2650 Undivided Interest owned by each Class A UDI Owner including Declarant. In the event there is more than one (1) Class A UDI Owner of a 10/2650 Undivided Interest, the vote for such Undivided Interest shall be counted as one vote as the Class

A UDI Owners thereof among themselves determined and in the event the Class A UDI Owners cannot reach a consensus as to how the vote shall be cast, no vote shall be counted. The Association (Class A) is authorized to accept the vote for a 10/2650 Undivided Interest from one Class A UDI Owner in the event of multiple ownership of an Undivided Interest if it is represented to the Association (Class A) that such person is the lawful representative of all Class A UDI Owners of that Undivided Interest and no objection is raised by any other Class A UDI Owner. Exercise of voting rights shall be further regulated by the provisions of the By-Laws of the Association (Class A).

Paragraph 3. Declarant Control. Declarant does hereby reserve and shall have the power to appoint, remove, and replace the members of the Board of Directors of the Association (Class A) until the first meeting of the members held after the earlier of the following dates:

(a) When Declarant has elected to terminate its power to appoint, remove, and replace directors of the Association (Class A) by written notice to the Association (Class A); or

(b) Ten (10) years from the date of the recording of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase Two.

Article IV

Section A

FUNCTIONS OF THE ASSOCIATION (Class I)

Paragraph 1. Duties. The Association (Class I) shall have the following responsibilities and obligations:

(a) to keep maintain, repair, and improve in a good condition and state of repair the Class I Lots and Class I Amenities and its prorata percentage of use of the Class I Access Road as determined by the Declarant in its sole and reasonable discretion as now exist or may exist in the future expressly to include all sites therein located and all Class I Common Furnishings and Class I Accommodations located within sites located on the Class I Lots and Class I Amenities.

(b) to maintain casualty and liability insurance for the improvements located on the Class I Lots and Class I Amenities and to reconstruct and repair such improvements in the event of damage to or destruction thereof;

(c) to maintain the Class I Lots and Class I Amenities free from noxious weeds, underbrush, and pests and to remove any unsightly or obnoxious thing therefrom;

(d) to maintain public liabilities insurance with respect to the operations of the Class I

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Lots, Class I Amenities, Class I Common Furnishings and the Class I Accommodations with cross-liability endorsement to cover negligence by any Class I UDI Owner resulting in damage or injury to any other Class I UDI Owners. Such comprehensive general liability insurance shall cover death, bodily injury and property damage arising out of or in connection with the use of sites by Class I UDI Owners, their guests, tenants, and the public.

(e) to operate and maintain the water supply, electrical and other utility systems for Class I Lots and Class I Amenities to the extent such water supply or utility systems are not operated and maintained by a public facility or any other party.

(f) to enforce the covenants, conditions, and restrictions herein contained and such rules and regulations as the Association (Class I) might now or hereinafter adopt;

(g) subject to the terms hereof, to adopt, amend, and repeal rules and regulations governing the operation of the Class I Lots and Class I Amenities; and

(h) the Association (Class I) shall be required or empowered to maintain, govern, repair, or improve the sites, including the Class I Amenities, the Class I Common Furnishings, and the Class I Accommodations therein located.

Paragraph 2. **Rights.** The Association (Class I) shall, in its sole and absolute discretion, have the power to exercise the following additional rights:

(a) to acquire by gift, purchase, or otherwise and to sell, lease, transfer, dedicate for public use, or otherwise dispose of real and personal property;

(b) to establish, amend, and repeal rules and regulations governing the use of the Class I Lots, Class I Amenities, Class I Common Furnishings and the Class I Accommodations, and penalties including monetary fines, for violation thereof;

(c) to contract with others for the maintenance and operation of the Class I Lots, Class I Amenities, the Class I Common Furnishings, and the Class I Accommodations.

(d) to require individual lot metering of the Class I Lots for utility services in order to assess the Class I Lot Owner utility fees based upon actual utilization. The Association (Class I) will bear any expenses that are incurred in installing individual metering for the Class I Lots but may pass the expense on to the members of the Association (Class I).

Paragraph 3. **Management.** As of the effective date of recordation of this Declaration the Association (Class I) has contracted with Declarant, for management and performance of its duties in respect to the Class I Lots, Class I Amenities, Class I Common Furnishings and the Class I Accommodations. The contract for management and maintenance authorizes the Declarant to perform the duties of the Association (Class I), including administration of the reservation system for use of sites in consideration of payment to Declarant of all amounts received as reservation and

overnight fees for use of the recreational sites and park models and other sites subject to or overnight fees if any. The contract above referred to for Declarant to exercise management responsibilities shall initially be for a three (3) year term from the date of this Amended Restated Declaration, which term shall automatically renew for additional terms of three (3) years each, unless terminated by either the Declarant or Association (Class I) giving notice to the other at least 60 days in advance of the termination. Upon such termination Declarant shall have no further obligation with respect to such management and the Association (Class I) and the Class I UDI Owners shall indemnify and hold the Declarant harmless therefrom. The Declarant may charge management fees to the Association (Class I) for its services as managing agent and at all times the Declarant shall receive the Annual Maintenance Fee as provided for in Article V, Paragraph 2, hereof.

Paragraph 4. Declarant's Reserved Right. From and after the expiration or termination of Declarant's right to control the Association (Class I), as provided in Article III, Section A, Paragraph 3 hereof, the Association (Class I) Board of Directors shall employ a management agent to manage the operation and affairs of the Association (Class I). The identity of such management agent shall be subject to the approval of the Declarant. Such management firm shall, by the terms of a written agreement, be the agent of the Board of Directors and of the Association (Class I). It shall be expressly permissible for Declarant or any firm affiliated with Declarant to be employed as a management firm pursuant to this paragraph.

Section B

FUNCTIONS OF THE ASSOCIATION (Class A)

Paragraph 1. Duties. The Association (Class A) shall have the following responsibilities and obligations:

- (a) to keep maintain, repair, and improve in a good condition and state of repair the Class A Lots, and Class A Amenities as now exist or may exist in the future expressly to include all sites therein located.
- (b) to maintain casualty and liability insurance for the improvements located on the Class A Lots and Class A Amenities and to reconstruct and repair such improvements in the event of damage to or destruction thereof;
- (c) to maintain the Class A Lots and Class A Amenities free from noxious weeds, underbrush, and pests and to remove any unsightly or obnoxious thing therefrom;
- (d) to maintain public liabilities insurance with respect to the operations of the Class A Lots and Class A Amenities with cross-liability endorsement to cover negligence by any Class A UDI Owner resulting in damage or injury to any other Class A UDI Owners. Such comprehensive general liability insurance shall cover death, bodily injury and property damage arising out of or in

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connection with the use of sites by Class A UDI Owners, their guests, tenants, and the public.

(e) to operate and maintain the water supply, electrical and other utility systems for Class A Lots and Class A Amenities to the extent such water supply or utility systems are not operated and maintained by a public facility or any other party.

(f) to enforce the covenants, conditions, and restrictions herein contained and such rules and regulations as the Association (Class A) might now or hereinafter adopt;

(g) subject to the terms hereof, to adopt, amend, and repeal rules and regulations governing the operation of the Class A Lots and Class A Amenities; and

(h) the Association (Class A) shall be required or empowered to maintain, govern, repair, or improve the sites, including the Class A Amenities.

Paragraph 2. **Rights.** The Association (Class A) shall, in its sole and absolute discretion, have the power to exercise the following additional rights:

(a) to acquire by gift, purchase, or otherwise and to sell, lease, transfer, dedicate for public use, or otherwise dispose of real and personal property;

(b) to establish, amend, and repeal rules and regulations governing the use of the Class A Lots and Class A Amenities and penalties including monetary fines, for violation thereof;

(c) to contract with others for the maintenance and operation of the Class A Lots and Class A Amenities.

(d) to require individual lot metering of the Class A Lots for utility services in order to assess the Class A Lot Owner utility fees based upon actual utilization. The Declarant, at its discretion, may also require individual lot metering of the Class A Lots for utility services in order to assess the Class A Lot Owner utility fees based upon actual utilization. The Association (Class A) shall bear the costs in installing any individual lot metering of the Class A Lots but may pass the expense on to the members of the Association (Class A).

Paragraph 3. **Management.** As of the effective date of recordation of this Amended and Restated Declaration the Association (Class A) has contracted with Declarant, for management and performance of its duties in respect to the Class A Lots and Class A Amenities. The contract for management and maintenance authorizes the Declarant to perform the duties of the Association (Class A). The contract above referred to for Declarant to exercise management responsibilities shall initially be for a three (3) year term, which term shall automatically renew for additional terms of three (3) years each, unless terminated by either the Declarant or Association (Class A) giving notice to the other no later than sixty (60) days prior to the commencement of the renewed term. Notwithstanding the foregoing, the Declarant may terminate this management contract on sixty (60) days prior written notice and in such event the Declarant shall no longer have any obligations

thereunder and the Association (Class A) and the Class A UDI Owners shall indemnify and hold Declarant harmless therefrom. The Declarant may charge management fees to the Association (Class A) for its services as managing agent and at all times the Declarant shall receive the Annual Maintenance Fee as provided for in Article V, Paragraph 2, hereof.

Paragraph 4. Declarant's Reserved Right. From and after the expiration or termination of Declarant's right to control the Association (Class A), as provided in Article III, Section B, Paragraph 3 hereof, the Association (Class A) Board of Directors shall employ a management agent to manage the operation and affairs of the Association (Class A). The identity of such management agent shall be subject to the approval of the Declarant. Such management firm shall, by the terms of a written agreement, be the agent of the Board of Directors and of the Association (Class A). It shall be expressly permissible for Declarant or any firm affiliated with Declarant to be employed as a management firm pursuant to this paragraph.

Article V

Class I UDI Owners' and Class A UDI Owners'

Property Rights

Paragraph 1. Property Retained by Declarant.

(a) Right of Use: Subject to the restrictions herein, Property Retained by Declarant and designated in Exhibit B attached hereto and made a part hereof ("PRD Property") may be used by Class I UDI Owners and Class A UDI Owners, their guests, lessees, and renters. Such right shall be usable subject to the provisions of this paragraph and so long as each Class I UDI Owner and Class A UDI Owner is current in all amounts due to their respective Associations, and to the Declarant. Declarant reserves the right but shall not be obligated, to improve the property retained by Declarant by addition of amenities or facilities as determined by Declarant in its sole discretion. The right provided herein is transferrable only to the extent of transfer of an Undivided Interest. The PRD Property will be usable by others in addition to Class I UDI Owners and Class A UDI Owners. The Declarant may, from time to time, reasonably limit the exercise of the right provided for herein by, for example, increasing the cost of such use, creating memberships therein, limiting the hours of use of the right, seasonal use, and the number of people as may make use of the PRD Property at any one time. The PRD Property may only be used for its normally intended use as determined by Declarant. The ownership of an Undivided Interest shall not create any ownership in the PRD property other than the right of use as provided for herein. Use of improvements within the PRD Property shall be subject to the terms of this Declaration and the Declarant's General Guidelines and Policies as determined in Declarant's sole and absolute discretion.

(b) Easement of Access: Subject to the restrictions herein and the payment of the Annual Maintenance Fee as below provided in Article V, Paragraph 2 of this Declaration, each Class I UDI Owner and Class A UDI Owner shall have an easement, appurtenant to his Undivided Interest in

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the Subject Property, across, over and upon the Boulevard for purposes of ingress and egress, from and to the Subject Property from US Highway 27 as is necessary for access. The legal description of the Boulevard is attached hereto as Exhibit "D."

(c) Class I Access Road. Subject to the restrictions herein and the payment of the Association's (Class I) prorata portion of the common expenses of maintaining, repairing, and improving the Class I Access Road, the Association (Class I) shall have a non-exclusive easement for the benefit of its members across over and upon the Class I Access Road for the purposes of ingress and egress from and to the Class I Lots from the Boulevard as is necessary for access. The Declarant shall construct or cause the construction of the Class I Access Road at its sole expense and reserves the right to utilize the Class I Access Road for other purposes, including but not limited to, ingress and egress to the property located on either side of the Class I Access Road, signage, utilities, stormwater detention and retention, and for any other purpose for which the Declarant may wish to utilize the Class I Access Road. The Declarant, however, reserves the right, upon ten (10) days written notice to the Association (Class I) to relocate, change, or modify the Class I Access Road and the corresponding easement in Declarant's sole and absolute discretion as long as a road and corresponding easement providing ingress and egress to the Class I Lots is provided and in such event the previous location of the easement shall be terminated and of no further force and effect. The Declarant shall bear the expenses of relocating, changing, or modifying the Class I Access Road and corresponding easement all in accordance with Exhibit "I."

Paragraph 2. Annual Maintenance Fee.

(a) Each Class I UDI Owner and Class A UDI Owner, by acceptance of conveyance of Undivided Interests through a deed thereto, covenants and agrees to pay an Annual Maintenance Fee for use of the PRD Property. The Annual Maintenance Fee shall be imposed by the Declarant (or its successors or assigns in interest to the Property) to meet the expenses of managing and maintaining and as otherwise attributable to the PRD Property. The Annual Maintenance Fee shall be established by Declarant in its sole and absolute discretion on an annual or semi-annual basis and be payable by each Class I UDI Owner and Class A UDI Owner monthly, semi-annually, or annually and if paid annually, may be discounted at Declarant's option. The Annual Maintenance Fee imposed by Declarant may be increased, on an annual basis, by the Declarant.

(b) Each Class I UDI Owner and Class A UDI Owner in addition to covenanting and agreeing to pay the required Annual Maintenance Fee as above provided, covenants and agrees that each sale, transfer, or conveyance of an Undivided Interest by such Class I UDI Owner and Class A UDI Owner shall be made subject to the assumption of the obligation by such Class I UDI Owner and Class A UDI Owner's successor to pay the Annual Maintenance Fee as herein provided to the Declarant, its successors and assigns and that reference in the conveying instrument to the assumption of the Annual Maintenance Fee shall be made as a condition precedent to the transfer of any such interest by a Class I UDI Owner and Class A UDI Owner. This is a covenant for the benefit of the Declarant and its successors and assigns in interest, and it is expressly acknowledged and agreed that such beneficiaries are intended beneficiaries of this covenant and may enforce in its

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own name the payment of the Annual Maintenance Fee by such Class I UDI Owner and Class A UDI Owner and the assumption of such Annual Maintenance Fee by any successor in title or interest to such Class I UDI Owner and Class A UDI Owner irrespective of recordation. Each Class I UDI Owner and Class A UDI Owner, by acceptance of a deed or other conveyance of an Undivided Interest, whether or not it shall be so expressed in any such deed or other conveyance expressly consents to the jurisdiction of the State of Florida, County of Polk for enforcement of all obligations set forth herein.

(c) No Class I UDI Owner and Class A UDI Owner may exempt himself, his successors or assigns, from his obligation to pay the Annual Maintenance fee above provided by his waiver of the use and enjoyment of the PRD Property or by the abandonment of his Undivided Interest.

(d) Each Class I UDI Owner and Class A UDI Owner, by acceptance of a deed or other conveyance of an Undivided Interest, whether it is so expressed in such deed or other conveyance, covenants and agrees to pay to the Declarant the Annual Maintenance Fee in accordance with the terms and provisions of this subparagraph during his ownership thereof. Each such Annual Maintenance Fee not paid when due shall incur a late fee of twenty-five (\$25.00) dollars. Each such assessment and late fee if not paid when due, and interest at the highest legal rate as permitted by the Florida law, together with costs of collection, including reasonable attorney's fees shall be the personal obligation of the Class I UDI Owner and Class A UDI Owner against whom they were assessed and shall be secured by a lien or lien right in favor of the Declarant which, as to each and every Undivided Interest, has the priorities herein established. Such lien shall be superior in all respects to all rights of homestead which may arise in favor of any Class I UDI Owner and Class A UDI Owner and shall have the priorities as herein established.

(e) Any lien arising hereunder for the Annual Maintenance Fee above provided shall continue in full force and effect until fully paid or otherwise discharged. The lien for the Annual Maintenance Fee against an Undivided Interest for unpaid assessments may be foreclosed in the same manner as is authorized by the laws of the State of Florida for the foreclosure of maintenance fee liens with power of sale and, by express reservation hereof such lien is hereby reserved in favor of the Declarant. The Declarant shall have the right to bid on the Undivided Interest in a foreclosure sale and may acquire, hold, lease, mortgage and convey the Undivided Interest acquired at such sale. The lien herein provided may be filed by Declarant in a form substantially similar to the form provided for the lien for Association assessments as set forth in Article VIII, Paragraph 1, provided it shall be made by and for the benefit of Declarant and be executed by the Declarant or its authorized agent or attorney-at-law.

(f) The sale or transfer of any Undivided Interest shall not affect the lien set forth in this Section, above, and any grantee shall be jointly and severally liable for the portion of any Annual Maintenance Fee or charge assessed against such Undivided Interest as may be due and payable at the time of conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor, provided, however, that if such grantor or grantee shall request and receive from Declarant a statement of Annual Maintenance Fees payable with respect to the Undivided Interest, such grantee, his successors, successors in title and assigns, shall not be

liable for nor shall the Undivided Interest conveyed by subject to a lien for any unpaid Annual Maintenance Fees against such Undivided Interest in excess of the amounts set forth in such statement.

(g) Notwithstanding any other provision of this Section, the lien above provided for the Annual Maintenance Fee as may be created upon any Undivided Interest shall be subordinate to the lien of any first priority mortgage which has been recorded in the Official Records of Polk County, Florida upon and against such Undivided Interest and subordinate to any lien for ad-valorem property taxes. If such a result of a foreclosure, deed in lieu of foreclosure or otherwise, such mortgagee shall not be liable for any Annual Maintenance Fee due and owing on such Undivided Interest before the date such mortgagee of record obtained title thereto. The Declarant shall remain entitled to recover any unpaid Annual Maintenance Fees from the Class I UDI Owner and Class A UDI Owner whose Undivided Interest was foreclosed upon.

(h) If any delinquent Annual Maintenance Fee or portion thereof is not paid to Declarant within ten (10) days after written notice is given to the Class I UDI Owner or Class A UDI Owner to make such payment, the Declarant shall have the right to invoke any or all of the following remedies:

(i) the entire unpaid balance of the Annual Maintenance Fee may be accelerated at the option of the Declarant and may be declared due and payable in full, and foreclosure proceedings may be instituted to enforce the lien above provided for;

(ii) all rights of use of the PRD Property, the Subject Property including any and all Class I Lots, Class I Amenities, Class I Facilities, Class I Accommodations, Class A Lots and Class A Amenities may be suspended;

(iii) the Declarant may bring an action at law against the Class I UDI Owner or Class A UDI Owner personally obligated to pay the same for the Annual Maintenance Fee owed, in which event interests and costs of the collection shall be included, with such costs of collection to include court costs, the expenses of sale, any expenses required for the protection and preservation of the Undivided Interest, and reasonable attorney's fees actually incurred;

(iv) the Declarant may foreclose its lien against such Class I UDI Owner's or Class A UDI Owner's Undivided Interests, in which event interests and costs of the collection shall be included in such lien, with such cost of collection to include court costs, the expenses of sale, any expenses required for the protection and preservation of the Undivided Interest, and reasonable attorney's fees actually incurred.

(v) any such notice shall be sent by certified mail, return receipt requested, to the Class I UDI Owner or Class A UDI Owner at such owner's last known address as contained in the records of the Declarant and shall specify the amount of the Annual Maintenance Fee then due and payable, including any interest accrued thereon.

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Paragraph 3. Declarant Reserved Rights. It is expressly acknowledged by each Class I UDI Owner and Class A UDI Owner that the right regarding the PRD Property herein provided for each Class I UDI Owner and Class A UDI Owner is not exclusive to such owner and that the Declarant reserves unto itself and its successors and assigns all rights of use of the PRD Property including the right to grant additional easements, licenses or rights of use and enjoyment to other parties at Declarant's sole and absolute discretion.

Paragraph 4. Expansion or Reduction of PRD Property. The Declarant shall have the unilateral right, privilege, and option (but not the obligation), from time to time to expand or reduce the PRD Property by improving all or any part of the PRD Property with improvements or amenities designated by the Declarant as PRD Property usable by the Class I UDI Owners and Class A UDI Owners in the same manner as pre-existing PRD Property or by reducing such portions of the PRD Property as Declarant in its sole and absolute discretion chooses. Such expansion or reduction shall occur by Declarant filing in the Polk County, Florida, Official Records, an amendment to this Declaration describing the new description of the PRD Property and the improvements thereon located and extending or reducing the Class I UDI Owners' or Class A UDI Owners' rights as provided for hereunder to use the PRD Property. Such amendment to this Declaration shall not require or permit the vote of the Class I UDI Owners or Class A UDI Owners. Any such expansion or reduction primarily effecting the Class I UDI Owners or Class A UDI Owners shall be effective upon the filing for record of such amendment, unless otherwise provided therein. Such amendment may specify such specific use restrictions and other covenants, conditions, and restrictions to be applicable to the expanded or reduced PRD Property as Declarant may, in its own discretion, determine including but not limited to the responsibility of Class I UDI Owners or Class A UDI Owners to pay for maintenance of the improved property.

Declarant shall have the unilateral right to transfer to one or more other persons the right, privilege, and option to expand the PRD Property which is herein reserved to Declarant's right, option and privilege to expand the PRD Property and the Class I UDI Owners and Class A UDI Owners shall have no right thereto.

Paragraph 5. PRD Property. Class I UDI Owners and Class A UDI Owners will have the right to use the PRD Property as permitted in the sole and absolute discretion of Declarant on a user fee basis and/or membership basis.

Paragraph 6. Sale of PRD Property. Declarant reserves the absolute right to sell any part or all of the PRD Property, including the golf course, to any party. It is the Declarant's intent, however to first offer part if not all of the PRD Property to the owner Association(s) of record and bona fide within the Master Plan. If after reasonable negotiation a sale is not possible, the Declarant will then offer the PRD Property as it sees fit.

Paragraph 7. User Fees. Declarant reserves the absolute and sole right to charge user fees for the use of PRD Property to Class I UDI Owners and Class A UDI Owners irrespective of any

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maintenance obligation of designated PRD Property in Exhibit B to the Declaration. This is so as maintenance obligations are primarily designed to maintain the PRD Property in conjunction with the Declarant and other Association(s) as applicable as opposed to supporting recreational or retail uses of the PRD Property.

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ARTICLE VI

EXPANSION OF THE DEER CREEK MASTER PLAN

Paragraph 1. The Master Plan. Declarant does hereby reserve unto itself and any successors and assigns, the right, but not the obligation, to increase the number of sites by additional Phases to a maximum total number of sites allowed by the plan unit development plan filed in Polk County, Florida and as from time to time amended; provided, however, Declarant has no obligation to create Phases or allow Class I UDI Owners and Class A UDI Owners use of additional phase improvements to the Master Plan.

(a) No approval of any Class I UDI Owner or Class A UDI Owner shall be necessary for the Declarant to create Phases.

(b) To increase the number of sites via Phases Declarant shall revise and supplement the Plat or create a new plat, showing the additional sites.

(c) Notwithstanding the provision hereof, the Declarant shall not be obligated, in any degree, to increase the PRD Property beyond the improvements as presently existing as of the recordation date of this Amended and Restated Declaration. If, however the Declarant determines to improve the Master Plan with additional sites, or otherwise make available additional sites, Declarant shall in its discretion determine the type, variety, and mix of such sites or as the case may be, accommodations.

(d) Declarant's option as above provided shall continue so long as Declarant, its successors, and assigns own the PRD Property, however recommendations from the Boards of Directors of the Class I and Class A Associations will be considered in any expansion.

(e) Class I UDI Owners and Class A UDI Owners shall have no rights to utilize any properties of the Declarant except as specifically set out herein.

ARTICLE VII

EASEMENT RIGHTS

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Paragraph 1. Declarant Easements.

(a) Declarant and its duly authorized agents, representatives and employees, does hereby reserve for the benefit of itself and its successors and assigns a transferable easement on, upon, over, under and across the Subject Property for the purpose of making improvements on the Subject Property, including additional sites, and for the purpose of doing all things reasonably necessary and proper in connection therewith, including, but not limited to, construction, excavation, landscaping, terrain alteration, sloping installation of water lines, gray water lines, and all other utility lines, cable television or the like lines, and improvement by installment of sites, roads, and facilities, and for the purpose of development of and making of improvements on property otherwise owned by Declarant including proposed phases within the Master Plan Property.

(b) By execution hereof, Declarant does hereby reserve for the benefit of all the property described on Exhibit A on behalf of itself and its successors in interest, its guests, invitees, resort members and purchasers a non-exclusive easement of access, ingress, egress and travel over, across, and upon all parts of the Subject Property, including, but not limited to, all roads and paved areas thereon located.

ARTICLE VIII

Section A

ASSESSMENTS (Class I)

Paragraph 1. Creation of Personal Liability and Priority of Lien. Each Class I UDI Owner, by acceptance of a deed or other conveyance of Undivided Interest (whether or not it shall be so expressed in any such deed or other conveyance) covenants and agrees to pay to the Association (Class I) the assessments or charges, together with interest thereon, as shall be fixed or assessed against his Undivided Interest during his ownership thereof by Association (Class I) in accordance with the terms and provisions of this Declaration. All such assessments and charges, together with interest thereon in the amount of eighteen (18%) percent of the principal or such greater amount as might be allowed and the costs of collection thereof including attorney's fees shall be the personal obligation of each Class I UDI Owner from the time the same became due and payable and shall be a charge against and continuing lien with power of sale in favor of the Association (Class I) upon such Undivided Interest. Such lien shall be prior and superior to all other liens whatsoever except only (a) a lien for ad valorem taxes, (b) the lien for the Annual Maintenance Fee payable to the Declarant provided for in Article V, Paragraph 2, hereof, (although the annual maintenance fee may be included in the Association (Class I) budget), and (c) the lien of any first priority mortgage recorded in Polk County, Florida upon and against such Undivided Interest. Such lien shall be perfected by filing of record in the Official Records of Polk County, Florida, a claim of lien. Each Class I UDI Owner, by acceptance of a deed or other conveyance of any such deed or other conveyance, expressly consents to the jurisdiction of the State of Florida, County of Polk, for the enforcement of all obligations set forth herein. Such a claim of lien shall also secure all assessments

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or portions thereof which come due thereafter until the claim of lien is canceled of record. The claim of lien shall contain substantially the following information:

- (a) the name of the defaulting Class I UDI Owner;
- (b) the amount of the delinquency, the interest amount (expressed as a percentage) claim due, and a claim for collection costs and attorney's fees;
- (c) that the notice of default and claim of lien is made by the Association (Class I) on behalf of all Class I UDI Owners of Undivided Interests in the Subject Property, pursuant to this Declaration, as recorded;
- (d) that a lien is claimed and will be foreclosed upon for an amount equal to the amount stated or such amount as may be claimed due; and
- (e) a reference to identify the Undivided Interest so encumbered; and
- (f) be executed by the officers of the Association (Class I), the Declarant acting for the Association (Class I), or its authorized attorney-at-law.

Paragraph 2. Effect of Transfer of Undivided Interest. The sale or transfer of any Undivided Interest shall not affect the lien set forth in Paragraph 1 above, and any grantee shall be jointly and severally liable for the portion of any assessment or charge assessed against such Undivided Interest as may be due and payable at the time of conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee thereof; provided, however, if such grantor or grantee shall request and receive a statement from the Association (Class I) as provided in Section A, Paragraph 3 of this Article, such grantee, his successors, successors-in-title, and assigns shall not be liable for nor shall the Undivided Interest conveyed be subject to a lien for any unpaid assessments against such Undivided Interest in excess of the amount set forth in such statement, if any. Anything in this Declaration to the contrary notwithstanding, in the event the holder of any first mortgage shall come into possession of any Undivided Interest by virtue of the exercise of any private power of sale, judicial foreclosure, or conveyance in lieu of foreclosure in connection with such first mortgage, such mortgagee shall not be liable for, nor shall such Undivided Interest be subject to a lien for, any assessment chargeable to such Undivided Interest on account of any period prior to the time such mortgagee shall so come into possession of such Undivided Interest; provided, however, such unpaid assessment or assessments shall be deemed to be common expenses collectible from all Class I UDI Owners, including such mortgagee.

Paragraph 3. Statement of Assessment. Each Class I UDI Owner of an Undivided Interest, any prospective purchaser of an Undivided Interest, and any mortgagee or prospective mortgagee of an Undivided Interest shall have the right to obtain from the Association (Class I) a statement of the amount of any assessment payable with respect to a particular Undivided Interest, which statement shall also state whether or not any portion of said assessment is delinquent. The

Association (Class I) may charge a fee, not to exceed Ten (\$10.00) Dollars, for the issuance of any such statement, the payment of which fee shall be a condition precedent to the obligation of the Association (Class I) to issue such statement. The Association (Class I) shall issue such statement within thirty (30) days after the receipt of a written request that such statement be issued.

Paragraph 4. General Assessments. The amount of all common expenses of the Association (Class I), less the amount of any common profits as may be, in the discretion of the Association (Class I), applied to the payment thereof, shall be assessed against each Undivided Interest in the Subject Property subject to assessment, and the Class I UDI Owner thereof shall be personally liable therefor. The Association (Class I) shall be exempt from all such assessments during the period of its ownership of any Undivided Interest.

Paragraph 5. Personal Charges. The term "Personal Charge(s)" means any expense resulting from the act or omission of any Class I UDI Owner, Designated Member, or guest using or occupying the Subject Property, including any special services or supplies attributable to the use or occupancy of the Subject Property. Personal Charges also means the cost (to the extent not reimbursed by insurance proceeds) to repair any damage to a Class I Accommodation or site or other portions of the Subject Property, or to repair or replace any Class I Common Furnishings located therein on account of loss or damage caused by any Class I UDI Owner, Designated Member, or guest and the cost to satisfy any expense to any of the other Class I UDI Owners or to the Association (Class I) due to any intentional or negligent act or omission of any Class I UDI Owner, Designated Member, or Guest or resulting from the breach by such Class I UDI Owner, Designated Member, or Guest of any provisions of this Declaration, by By-Laws, or the Rules and Regulations. Such Personal Charges shall be payable by the Class I UDI Owner, Designated Member, or Guest by submitting payment at the time of departure for total Personal Charges incurred if the Association (Class I) or its Manager is able to determine the amount of Personal Charges at that time. Personal Charges which are not ascertainable at the time of departure shall be payable upon receipt of a statement therefor.

All Class I UDI Owners agree to indemnify and hold Declarant, its agents and employees harmless from any and all claims of such Class I UDI Owners arising from the damage or loss to any property owned by any such Class I UDI Owner or his guests or invitees. In no event shall any property owned by a Class I UDI Owner, his guests or invitees be deemed to be in the care, custody, and control of the Declarant, its agents or employees.

Paragraph 6. Common Expenses The common expenses assessable to the Class I UDI Owners of the Subject Property shall be all of the expenditures which are made or incurred by or on behalf of the Association (Class I) in connection with the exercise of its powers and responsibilities as they relate to the Subject Property and shall include, without limitation, the following:

(a) The expense of maintaining, refurbishing, operation, and repair of the Class I Lots, Class I Amenities, Class I Common Furnishings, Class I Access Road, and Class I Accommodations.

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(b) Charges for utilities serving the Class I Lots, Class I Amenities, Class I Common Furnishings, and Class I Accommodations and charges for other services provided to the Class I Lots, Class I Amenities, Class I Common Furnishings, and Class I Accommodations, including, but not limited to, any maintenance, upkeep, and operational expenses associated with any water, electricity, phone service, etc. which provide utility service thereto and facilities available for use by the Class I UDI Owners. The Declarant shall cause the installation of a "master meter" for the utilities at its own expense for the Class I Lots. The "master meter" shall be for Class I Lots only and shall be separate and independent from all other Classes and Phases. If the Association (Class I) in its sole and absolute discretion desires to install individual meters for each lot, the Association (Class I) may do so. The Association (Class I) shall have the right to pass on the expense for installing the individual meters to the members of the Association (Class I). The Association (Class I) may, in its sole and absolute discretion, decide to assess the utility charges to the Class I UDI Owner based upon actual utilization by each Class I UDI Owner.

(c) Management fees and expenses of administration, including legal and accounting fees;

(d) The cost of any master, blanket, or other insurance policies purchased for the benefit of all Class I UDI Owners in the Subject Property;

(e) Such other expenses as may be determined from time to time by the Association (Class I) to be common expenses, including, without limitation, taxes and governmental charges, such as sanitary taxes, other than ad valorem real property taxes allocable to a Class I Lot owned by a Class I UDI Owner, although ad valorem real property taxes may be collected by the Association (Class I) as a service to Class I UDI Owners.

(f) Any assessments imposed on the Subject Property by any governmental authority or agency.

(g) Any assessments by Declarant, its successors and assigns to maintain the PRD Property its landscaping, drainage, security and recreational facilities, the Boulevard and the Class I Access Road. See Mutual Maintenance Agreement and Easement for PRD Property for support facilities and recreational areas for Association (Class I) (Exhibit E), Mutual Maintenance Agreement and Easement for the Boulevard for Association (Class I) (Exhibit G) and the Mutual Maintenance Agreement and Easement for Class I Access Road (Exhibit I) .

Paragraph 7. Annual Budget and Assessment. No less than forty-five (45) days prior to the commencement of each fiscal year as established by the Association (Class I), the Association (Class I) shall prepare an annual budget for the succeeding fiscal year. This budget shall estimate the amount of common expenses that are anticipated to be incurred during such year, including, without limitation, the items set forth in Paragraph 6 above and shall likewise include fees for park model sites and other sites for which fees for use may be charged. A copy of said annual budget shall be furnished to the Class I UDI Owners by mail, hand delivery, or by posting in a conspicuous place on the Subject Property (i.e., at the check-in desk located on the Subject Property) and shall

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contain a notice of the amount of the assessment payable by each Class I UDI Owner during such fiscal year.

Paragraph 8. **Delinquency.** A Class I UDI Owner hereby agrees to this covenant to pay assessments and agrees to a waiver of any use rights of his Undivided Interest in the event he owes any Common Expenses or personal charges.

Paragraph 9. **Interest.** Any delinquent assessment or installment not paid when due shall bear interest from the date of delinquency until paid at the highest rate of interest as might be permitted under Florida law or, if no rate of interest as might be permitted under Florida law or, if no rate is so established, at the rate of eighteen (18%) percent per annum.

Paragraph 10. **Additional Remedies.** If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Class I UDI Owner to make such payment, the Association (Class I) shall have the right to invoke any or all of the following remedies:

- (a) Any unpaid balance of the assessment may be accelerated at the option of the Board of Directors and may be declared due and payable in full, and foreclosure proceedings may be instituted to enforce the lien as above provided;
- (b) The voting rights, if any, appurtenant to the Undivided Interest may be suspended;
- (c) The rights of the Class I UDI Owner to use the Subject Property, or PRD Property, or any site amenities or facilities may be suspended;
- (d) The Association (Class I), on behalf of the Class I UDI Owners, may bring an action at law against the Class I UDI Owner personally obligated to pay the same;
- (e) The Association (Class I) may foreclose the lien above provided against such Class I UDI Owner's Undivided Interest in the Subject Property in like manner as a vendor's lien with power of sale against real property. In the event of such foreclosure, all rights associated with the ownership foreclosed shall be deemed inseparable from the Undivided Interest and shall go with the title of the Undivided Interest.

Any such notice shall be sent by certified mail, return receipt requested, to the Class I UDI Owner at such Class I UDI Owner's last known address as contained in the records of the Agent and shall specify the amount for the assessments then due and payable, including any interest accrued thereof.

Paragraph 11. **Collection.** All payments on account shall be applied first to the aforesaid costs of collection, then to interest, and then to the assessment lien first due. All interest collected shall be credited to the common fund of the Association (Class I). Each Class I UDI Owner vests in the Association (Class I) the right and power to bring all actions against him personally for the

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collection of such assessments as a debt and to foreclose the aforesaid lien in the manner set forth herein.

Paragraph 12. Limitations on Assessments The power and authority of the Association (Class I) to establish, levy, and collect assessments with respect to Undivided Interests in the Subject Property shall be subject to the following limitations:

(a) Assessment for Capital Improvements. Any proposed assessment for capital improvements to the Subject Property which exceeds the (10%) percent of the total budgeted expenses for the fiscal year in which such assessment is proposed (other than the repairing, rebuilding, or reconstruction of any portion of the Subject Property which is damaged, destroyed, or threatened by casualty) must be approved (i) by a vote of two-thirds of Class I UDI Owners of Undivided Interest; and (ii) for so long as the Declarant retains ownership of at least one Undivided Interest, by the Declarant.

Paragraph 13. Commencement of Assessments. Annual assessments (and, if existing, any special assessments) shall commence against each Undivided Interest upon purchase of such Undivided Interest by an Class I UDI Owner other than Declarant. Assessments shall be prorated for the period of ownership during the first year of ownership by a Class I UDI Owner.

Paragraph 14. Declarant Exemption. Declarant shall no longer have any responsibility for any assessment relating to the Class I Lots, Class I Amenities, Class I Common Furnishings, Class I Access Road, or Class I Accommodations .

Section B

ASSESSMENTS (Class A)

Paragraph 1. Creation of Personal Liability and Priority of Lien. Each Class A UDI Owner, by acceptance of a deed or other conveyance of Undivided Interest (whether or not it shall be so expressed in any such deed or other conveyance) covenants and agrees to pay to the Association (Class A) the assessments or charges, together with interest thereon, as shall be fixed or assessed against his Undivided Interest during his ownership thereof by Association (Class A) in accordance with the terms and provisions of this Declaration. All such assessments and charges, together with interest thereon in the amount of eighteen (18%) percent of the principal or such greater amount as might be allowed and the costs of collection thereof including attorney's fees shall be the personal obligation of each Class A UDI Owner from the time the same became due and payable and shall be a charge against and continuing lien with power of sale in favor of the Association (Class A) upon such Undivided Interest. Such lien shall be prior and superior to all other liens whatsoever except only (a) a lien for ad valorem taxes, (b) the lien for the Annual Maintenance Fee payable to the Declarant provided for in Article V, Section B, Paragraph 2, hereof, (although the annual maintenance fee may be included in the Association (Class A) budget), and (c) the lien of any first priority Mortgage recorded in Polk County, Florida upon and against such Undivided Interest. Such lien shall be perfected by filing of record in the Official Records of Polk County, Florida, a claim

of lien. Each Class A UDI Owner, by acceptance of a deed or other conveyance of any such deed or other conveyance, expressly consents to the jurisdiction of the State of Florida, County of Polk, for the enforcement of all obligations set forth herein. Such a claim of lien shall also secure all assessments or portions thereof which come due thereafter until the claim of lien is canceled of record. The claim of lien shall contain substantially the following information:

- (a) the name of the defaulting Class A UDI Owner;
- (b) the amount of the delinquency, the interest amount (expressed as a percentage) claim due, and a claim for collection costs and attorney's fees;
- (c) that the notice of default and claim of lien is made by the Association (Class A) on behalf of all Class A UDI Owners of Undivided Interests in the Subject Property, pursuant to this Declaration, as recorded;
- (d) that a lien is claimed and will be foreclosed upon for an amount equal to the amount stated or such amount as may be claimed due; and
- (e) a reference to identify the Undivided Interest so encumbered; and
- (f) be executed by the officers of the Association (Class A), the Declarant acting for the Association (Class A), or its authorized attorney-at-law.

Paragraph 2. Effect of Transfer of Undivided Interest. The sale or transfer of any Undivided Interest shall not affect the lien set forth in Paragraph 1 above, and any grantee shall be jointly and severally liable for the portion of any assessment or charge assessed against such Undivided Interest as may be due and payable at the time of conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee thereof; provided, however, if such grantor or grantee shall request and receive a statement from the Association (Class A) as provided in Section B, Paragraph 3 of this Article, such grantee, his successors, successors-in-title, and assigns shall not be liable for nor shall the Undivided Interest conveyed be subject to a lien for any unpaid assessments against such Undivided Interest in excess of the amount set forth in such statement, if any. Anything in this Declaration to the contrary notwithstanding, in the event the holder of any first mortgage shall come into possession of any Undivided Interest by virtue of the exercise of any private power of sale, judicial foreclosure, or conveyance in lieu of foreclosure in connection with such first mortgage, such mortgagee shall not be liable for, nor shall such Undivided Interest be subject to a lien for, any assessment chargeable to such Undivided Interest on account of any period prior to the time such mortgagee shall so come into possession of such Undivided Interest; provided, however, such unpaid assessment or assessments shall be deemed to be common expenses collectible from all Class A UDI Owners, including such mortgagee.

Paragraph 3. Statement of Assessment. Each Class A UDI Owner of an Undivided Interest, any prospective purchaser of an Undivided Interest, and any mortgagee or prospective mortgagee

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of an Undivided Interest shall have the right to obtain from the Association (Class A) a statement of the amount of any assessment payable with respect to a particular Undivided Interest, which statement shall also state whether or not any portion of said assessment is delinquent. The Association (Class A) may charge a fee, not to exceed Ten (\$10.00) Dollars, for the issuance of any such statement, the payment of which fee shall be a condition precedent to the obligation of the Association (Class A) to issue such statement. The Association (Class A) shall issue such statement within thirty (30) days after the receipt of a written request that such statement be issued.

Paragraph 4. General Assessments. The amount of all common expenses of the Association (Class A), less the amount of any common profits as may be, in the discretion of the Association (Class A), applied to the payment thereof, shall be assessed against each Undivided Interest in the Subject Property subject to assessment, and the Class A UDI Owner thereof shall be personally liable therefor. The Association (Class A) shall be exempt from all such assessments during the period of its ownership of any Undivided Interest.

Paragraph 5. Personal Charges. The term "Personal Charge(s)" means any expense resulting from the act or omission of any Class A UDI Owner, Designated Member, or guest using or occupying the Subject Property, including any special services or supplies attributable to the use or occupancy of the Subject Property. Personal Charges also means the cost (to the extent not reimbursed by insurance proceeds) to repair any damage to a Class A Lot or Class A Amenity or other portions of the Subject Property, on account of loss or damage caused by any Class A UDI Owner, Designated Member, or guest and the cost to satisfy any expense to any of the other Class A UDI Owners or to the Association (Class A) due to any intentional or negligent act or omission of any Class A UDI Owner, Designated Member, or guest or resulting from the breach by such Class A UDI Owner, Designated Member, or Guest of any provisions of this Declaration, by By-Laws, or the Rules and Regulations. Such Personal Charges shall be payable by the Class A UDI Owner, Designated Member, or Guest by submitting payment at the time of departure for total Personal Charges incurred if the Association (Class A) or its Manager is able to determine the amount of Personal Charges at that time. Personal Charges which are not ascertainable at the time of departure shall be payable upon receipt of a statement therefor.

All Class A UDI Owners agree to indemnify and hold Declarant, its agents and employees harmless from any and all claims of such Class A UDI Owner arising from the damage or loss to any property owned by any such Class A UDI Owner or his guests or invitees. In no event shall any property owned by a Class A UDI Owner, guests, or invitees be deemed to be in the care, custody, and control of the Declarant, its agents or employees.

Paragraph 6. Common Expenses The common expenses assessable to the Class A UDI Owners of the Subject Property shall be all of the expenditures which are made or incurred by or on behalf of the Association (Class A) in connection with the exercise of its powers and responsibilities as they relate to the Subject Property and shall include, without limitation, the following:

- (a) The expense of maintaining, refurbishing, operation, and repair of the Class A Lots

and Class A Amenities..

(b) Charges for utilities serving the Class A Lots and Class A Amenities and charges for other services provided to the Class A Lots and Class A Amenities including, but not limited to, any maintenance, upkeep, and operational expenses associated with any water, electricity, phone service, etc. which provide utility service thereto and facilities available for use by the Class A UDI Owners. The Declarant shall cause the installation of a "master meter" for the utilities initially at its own expense for the Class A Lots, but may, at its option, charge the Class A Owners for the installation of the "master meters." If the Association (Class A) or Declarant in either of their sole and absolute discretion desire to install individual meters for each lot, the Association (Class A) or the Declarant may do so. The Association (Class A) or the Declarant shall have the right to pass on the expense for the installation of the individual meters to the members of the Association (Class A). The Association (Class A) or Declarant may, in either of their sole and absolute discretion, decide to assess the utility charges to the Class A UDI Owner based upon actual utilization.

(c) Management fees and expenses of administration, including legal and accounting fees;

(d) The cost of any master, blanket, or other insurance policies purchased for the benefit of all Class A UDI Owners in the Subject Property;

(e) Such other expenses as may be determined from time to time by the Association (Class A) to be common expenses, including, without limitation, taxes and governmental charges, such as sanitary taxes, other than ad valorem real property taxes allocable to a Class A Lot owned by a Class A UDI Owner, although ad valorem real property taxes may be collected by the Association (Class A) as a service to Class A UDI Owners.

(f) Any assessments imposed on the Subject Property by any governmental authority or agency.

(g) Any assessments by Declarant, its successors and assigns to maintain the PRD Property, its landscaping, drainage, security and recreational facilities and the Boulevard. See Mutual Maintenance Agreement and Easement for PRD Property (Exhibit F) and Mutual Maintenance Agreement and Easement for Boulevard (Exhibits H).

Paragraph 7. Annual Budget and Assessment. No less than forty-five (45) days prior to the commencement of each fiscal year beginning with January 1999 or sooner if Declarant requires, the Association (Class A) shall prepare an annual budget for the succeeding fiscal year. This budget shall estimate the amount of common expenses that are anticipated to be incurred during such year, including, without limitation, the items set forth in Paragraph 6 above. A copy of said annual budget shall be furnished to the Class A UDI Owners by mail, hand delivery, or by posting in a conspicuous place on the Subject Property (i.e., at the check-in desk located on the Subject Property) and shall contain a notice of the amount of the assessment payable by each Class A UDI Owner during such fiscal year.

Paragraph 8. **Delinquency.** A Class A UDI Owner hereby agrees to this covenant to pay assessments and agrees to a waiver of any use rights of his Undivided Interest in the event he owes any Common Expenses or personal charges.

Paragraph 9. **Interest.** Any delinquent assessment or installment not paid when due shall bear interest from the date of delinquency until paid at the highest rate of interest as might be permitted under Florida law or, if no rate of interest as might be permitted under Florida law or, if no rate is so established, at the rate of eighteen (18%) percent per annum.

Paragraph 10. **Additional Remedies.** If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Class A UDI Owner to make such payment, the Association (Class A) shall have the right to invoke any or all of the following remedies:

(a) Any unpaid balance of the assessment may be accelerated at the option of the Board of Directors and may be declared due and payable in full, and foreclosure proceedings may be instituted to enforce the lien as above provided;

(b) The voting rights, if any, appurtenant to the Undivided Interest may be suspended;

(c) The rights of the Class A UDI Owner to use the Subject Property, or PRD Property, or any site amenities or facilities may be suspended;

(d) The Association (Class A), on behalf of the Class A UDI Owners, may bring an action at law against the Class A UDI Owner personally obligated to pay the same;

(e) The Association (Class A) may foreclose the lien above provided against such Class A UDI Owner's Undivided Interest in the Subject Property in like manner as a vendor's lien with power of sale against real property. In the event of such foreclosure, all rights associated with the ownership foreclosed shall be deemed inseparable from the Undivided Interest and shall go with the title of the Undivided Interest.

Any such notice shall be sent by certified mail, return receipt requested, to the Class A UDI Owner at such Class A UDI Owner's last known address as contained in the records of the Agent and shall specify the amount for the assessments then due and payable, including any interest accrued thereof.

Paragraph 11. **Collection.** All payments on account shall be applied first to the aforesaid costs of collection, then to interest, and then to the assessment lien first due. All interest collected shall be credited to the common fund of the Association (Class A). Each Class A UDI Owner vests in the Association (Class A) the right and power to bring all actions against him personally for the collection of such assessments as a debt and to foreclose the aforesaid lien in the manner set forth herein.

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Paragraph 12. Limitations on Assessments The power and authority of the Association (Class A) to establish, levy, and collect assessments with respect to Undivided Interests in the Subject Property shall be subject to the following limitations:

(a) Assessment for Capital Improvements. Any proposed assessment for capital improvements to the Subject Property which exceeds the (10%) percent of the total budgeted expenses for the fiscal year in which such assessment is proposed (other than the repairing, rebuilding, or reconstruction of any portion of the Subject Property which is damaged, destroyed, or threatened by casualty) must be approved (i) by a vote of two-thirds of Class A UDI Owners of Undivided Interest; and (ii) for so long as the Declarant retains ownership of at least one Undivided Interest, by the Declarant.

Paragraph 13. Commencement of Assessments. Annual assessments (and, if existing, any special assessments) shall commence against each Undivided Interest upon purchase of such Undivided Interest by an Class A UDI Owner other than Declarant. Assessments shall be prorated for the period of ownership during the first year of ownership by an Class A UDI Owner.

Paragraph 14. Declarant Exemption. So long as Declarant is selling Undivided Interest's in the Class A Lots in the ordinary course of business it is exempt from paying any assessments on unsold Undivided Interests. Once the Declarant is no longer exempt from paying any assessments, the Declarant shall only be responsible for paying its prorata share of assessments allocable to the remaining unsold Undivided Interests owned by Declarant for road repairs and improvements and stormwater facilities located within the Class A Amenities.

ARTICLE IX

Section A

GENERAL PROVISIONS (Class I)

Paragraph 1. Duration. The covenants, conditions, and restrictions established hereby shall run with the land and shall inure to the benefit of and be enforceable by the Association (Class I) of any Class I UDI Owner for a period of ten (10) years from the date this Amended and Restated Declaration is recorded in Polk County, Florida, at which time the same shall be automatically renewed for successive periods of ten (10) years, unless, be a duly executed and recorded instrument, the then Class I UDI owners, of at least two-thirds (2/3) of the Undivided Interests together with Declarant, its successors and assigns if Declarant owns any Undivided Interest, elect to terminate the same.

Paragraph 2. Amendments. This Declaration may be amended by an instrument signed by the Declarant only (so long as it retains a right to appoint Association (Class I) directors) and owns at least one third (1/3) of the Undivided Interests; provided, however, during such time as the Declarant retains a right to create additional phases of Deer Creek Golf and Tennis RV Resort in

the master plan, this Declaration may be amended solely by the Declarant provided, Declarant shall not, without the written consent of at least two-thirds (2/3) of the Class I UDI Owners including the Declarant amend the provisions hereof establishing a formula for Class I UDI Owners votes, assessments or ownership interest for each Undivided Interest owned other than as may be required by a lender advancing funds for the purchases of an Undivided Interest.

Paragraph 3. Notices. Any notice to be given to any Class I UDI Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly given when deposited in the United States mail and addressed to such Class I UDI Owner at his last known address as shown in the records of the Association (Class I).

Paragraph 4. Enforcement. Enforcement of the covenants and restrictions herein contained may be by a proceeding at law or in equity. Failure by the Association (Class I) to enforce any of the covenants or restrictions herein contained shall not be deemed a waiver of the right to do so thereafter. In addition, the Association (Class I) may impose a monetary penalty for the violation of any covenant and hearing contained or of any rule or regulation of the Association (Class I), such penalty not to exceed Fifty (\$50.00) Dollars per violation or Fifty (\$50.00) Dollars per day for a continuing violation. Amounts incurred as monetary penalties for violation of the covenants or rules and regulations of the Association (Class I) shall be added to the assessment owed to the Association (Class I) by the Class I UDI Owner and become a part of the lien as provided for in Article VIII above. Furthermore, in the event a Class I UDI Owner violates a provision of this Amended and Restated Declaration or of any rule or regulation of the Association (Class I), the Class I UDI Owner's rights and privileges in Deer Creek, Phase Two and the PRD Property may be suspended for the period of the violation and for a period of ten (10) days thereafter. A Class I UDI Owner may not be subject to a monetary penalty or suspension of use rights until he or she has been given notice and the opportunity to refute or explain the charges against him or her in person or in writing to the Board of Directors prior to the time and decision to impose, if discipline is rendered.

Paragraph 5. Severability. If any provision of this Declaration is for any reason held to be invalid or unenforceable as to any person or circumstance, the application of such provision to persons or circumstances other than those as to which it shall be held invalid or unenforceable shall not be affected thereby, and the provision hereof in all other respects shall remain valid and enforceable.

Paragraph 6. Binding Effect. Each Class I UDI Owner, upon becoming a Class I UDI Owner, shall be bound by and be deemed to have agreed to the terms and provisions of this Amended and Restated Declaration, the Articles of Incorporation of the Association (Class I), and the By-Laws of the Association (Class I) and Rules.

Paragraph 7. Reservation Procedure. The reservation procedure for use of Accommodations within the Subject Property or otherwise available for use for Class I UDI Owners, shall be as provided for herein and as amplified thereon by the then current Rules of the Association (Class I); provided the Rules shall not conflict with the terms hereof.

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Paragraph 8. Professional Assistance. The Association (Class I) may employ attorneys, accountants, and other professional persons as it deems necessary to assist in the management of Deer Creek and the sites therein located or available for use by Class I UDI Owners.

Paragraph 9. Condition Precedent to Use of Sites. No Class I UDI Owner may make a reservation to use a site, or travel upon or enter Deer Creek, Phase Two in the event such Class I UDI Owner is delinquent on the payment of any amounts due the Association (Class I), the Declarant.

Paragraph 10. Exchange or Reciprocal Use Privileges. ~~The Declarant may, but shall not be required to,~~ arrange on behalf of the subject property an exchange of reciprocal use network for participation by Class I UDI Owners respecting use of the subject property and other resorts. Continuation of such network, if arranged shall be subject to continued qualification of the Subject Property within such program and is not guaranteed as a condition of purchase in Subject Property.

Paragraph 11. Amounts Held in Reserve. Upon division of the Subject Property into Class A Lots and Class I Lots, the amounts held in escrow by the Declarant for the Association (Class I) shall be divided between Association (Class I) and Association (Class A). All monies held in escrow for general purposes, for the repair and maintenance of streets and roads and for the payment of real estate taxes shall be split between the two associations according to the number of Class I Lots remaining and the number of Class A Lots. For example, Association (Class I) shall receive approximately 37% (98/265) of the monies held in escrow for real estate taxes and street and road repair and maintenance, while Association (Class A) shall receive the remaining 63% (167/265). All monies held in escrow for roof replacement and for building paint shall be retained by the Association (Class I). The exact amounts held in escrow shall be based upon the amounts that are held in escrow on the day the Amended and Restated Declaration is approved by each Association.

Section B

GENERAL PROVISIONS (Class A)

Paragraph 1. Duration. The covenants, conditions, and restrictions established hereby shall run with the land and shall inure to the benefit of and be enforceable by the Association (Class A) of any Class A UDI Owner for a period of ten (10) years from the date this Amended and Restated Declaration is recorded in Polk County, Florida, at which time the same shall be automatically renewed for successive periods of ten (10) years, unless, by a duly executed and recorded instrument, the then Class A UDI owners, of at least two-thirds (2/3) of the Undivided Interests together with Declarant, its successors and assigns if Declarant owns any Undivided Interests, elect to terminate the same.

Paragraph 2. Amendments. This Declaration may be amended by an instrument signed by the Declarant only (so long as it retains a right to appoint Association (Class A) directors) and owns at least one third (1/3) of the Undivided Interests; provided, however, during such time as the Declarant retains a right to create additional phases of Deer Creek Golf and Tennis RV Resort in

the master plan, this Declaration may be amended solely by the Declarant provided, Declarant shall not, without the written consent of at least two-thirds (2/3) of the Class A UDI Owners including the Declarant amend the provisions hereof establishing a formula for Class A UDI Owners votes, assessments or ownership interest for each Undivided Interest owned other than as may be required by a lender advancing funds for the purchases of an Undivided Interest.

Paragraph 3. Notices. Any notice to be given to any Class A UDI Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly given when deposited in the United States mail and addressed to such Class A UDI Owner at his last known address as shown in the records of the Association (Class A).

Paragraph 4. Enforcement. Enforcement of the covenants and restrictions herein contained may be by a proceeding at law or in equity. Failure by the Association (Class A) to enforce any of the covenants or restrictions herein contained shall not be deemed a waiver of the right to do so thereafter. In addition, the Association (Class A) may impose a monetary penalty for the violation of any covenant and hearing contained or of any rule or regulation of the Association (Class A), such penalty not to exceed Fifty (\$50.00) Dollars per violation or Fifty (\$50.00) Dollars per day for a continuing violation. Amounts incurred as monetary penalties for violation of the covenants or rules and regulations of the Association (Class A) shall be added to the assessment owed to the Association (Class A) by the Class A UDI Owner and become a part of the lien as provided for in Article VIII above. Furthermore, in the event a Class A UDI Owner violates a provision of this Declaration or of any rule or regulation of the Association (Class A), the Class A UDI Owner's rights and privileges in Deer Creek, Phase Two and the PRD Property may be suspended for the period of the violation and for a period of ten (10) days thereafter. A Class A UDI Owner may not be subject to a monetary penalty or suspension of use rights until he or she has been given notice and the opportunity to refute or explain the charges against him or her in person or in writing to the Board of Directors prior to the time and decision to impose, if discipline is rendered.

Paragraph 5. Severability. If any provision of this Amended and Restated Declaration is for any reason held to be invalid or unenforceable as to any person or circumstance, the application of such provision to persons or circumstances other than those as to which it shall be held invalid or unenforceable shall not be affected thereby, and the provision hereof in all other respects shall remain valid and enforceable.

Paragraph 6. Binding Effect. Each Class A UDI Owner, upon becoming a Class A UDI Owner, shall be bound by and be deemed to have agreed to the terms and provisions of this Amended and Restated Declaration, the Articles of Incorporation of the Association (Class A), and the By-Laws of the Association (Class A) and Rules.

Paragraph 7. Professional Assistance. The Association (Class A) may employ attorneys, accountants, and other professional persons as it deems necessary to assist in the management of Deer Creek and the sites therein located or available for use by Class A UDI Owners.

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ARTICLE X

SALE OF THE PROJECT AS TO CLASS I LOTS, CLASS I AMENITIES,

CLASS I COMMON FURNISHINGS AND CLASS I ACCOMMODATIONS, ONLY

SUBORDINATION OF TENANCY-IN-COMMON ATTRIBUTES (Class I)

Paragraph 1. Right of Association to Sell. The Association (Class I) shall have the right, for and on behalf of all Owners of Undivided Interests in the Subject Property, to sell all or any portion of the Class I Lots, Class I Amenities, Class I Common Furnishings, and Class I Accommodations and its non-exclusive rights to use the Class I Access Road upon the affirmative vote of (a) the Class I UDI Owners of at least two-thirds (2/3) of the Undivided Interest in the Class I Lots, Class I Amenities, Class I Common Furnishings, and Class I Accommodations, exclusive of any appertaining to Declarant, and (b) the Declarant, for so long as the Declarant owns any Undivided Interest in the Subject Property.

Notwithstanding the provisions of Article IX, Paragraph 2 of this Declaration, this Article X, Section A, Paragraph 1 may not be amended until such time as Declarant no longer owns any Undivided Interest in the Subject Property.

Paragraph 2. Consummation of Sale.

(a) In the event that the affirmative vote required under Section A, Paragraph 1 of this Article is obtained, and provided that the other conditions of this Article are met, the Association (Class I) shall effect such sale and do all acts and execute and deliver all documents necessary, appropriate, and convenient to consummate such sale.

(b) In the event that the Association (Class I) shall have determined to sell all or any portion of the Class I Lots, Class I Amenities, Class I Common Furnishings, and Class I Accommodations, then the Association (Class I) shall execute and record in the Official Public Records of Polk County, Florida a certificate certifying that the conditions of this Article have been satisfied and that the Association (Class I) is, therefore, authorized to execute and deliver all deeds and other instruments necessary, appropriate, or convenient to effect the sale of all or a portion of the Class I Lots, Class I Amenities, Class I Common Furnishings, and Class I Accommodations. Recordation of such certificate shall constitute conclusive evidence that the Association (Class I) is authorized and empowered to sell and transfer title to all or a portion of the Class I Lots, Class I Amenities, Class I Common Furnishings, and Class I Accommodations for and on behalf of the Class I UDI Owners.

Paragraph 3. Power of Attorney. By accepting title to an undivided interest in the Subject Property, the purchaser thereof, for himself and for his heirs, successors-in-title, and assigns, thereby makes, constitutes, and appoints the President of the Association (Class I) his true and lawful agent and attorney-in-fact for and in his name, place, and stead, and for his use and benefit, to effect any

sale of all or any portion of the Subject Property and to do all acts and execute and deliver all deeds or other instruments necessary, appropriate, or convenient to sell and convey title to all or any portion of the Subject Property or otherwise to carry out the purposes of this Article.

Paragraph 4. Sale Proceeds. The net proceeds derived from the sale of the Class I Lots, Class I Amenities, Class I Common Furnishings, and Class I Accommodations shall be distributed to the Class I UDI Owners after the Association (Class) has provided for any unpaid debts or liabilities of the Class I UDI Owners. Each Class I UDI Owner's share of such proceeds shall be determined by multiplying the total amount of such proceeds by a fraction, the numerator of which is the number of undivided interests owned by such Class I UDI Owner, and the denominator of which is nine hundred (900). In the event that less than all of the Class I Lots, Class I Amenities, Class I Common Furnishings, and Class I Accommodations are sold, the net proceeds of such sale shall be deemed to be undistributed common profits of the Class I UDI Owners and shall be used by the Associations (Class I) as provided in this Declaration.

Paragraph 5. Sale by Unanimous Consent. Notwithstanding any other provision of the Article to the contrary, the Class I UDI Owners, including Declarant, of all the Undivided Interests in the Subject Property shall have the right to sell all or any portion of the Class I Lots, Class I Amenities, Class I Common Furnishings, and Class I Accommodations at any time or from time to time upon the unanimous consent of all Class I UDI Owners and the Declarant.

Paragraph 6. Subordination. It is intended that the Declaration alone shall govern all rights of Class I UDI Owners with respect to the use, possession, enjoyment and management of the Subject Property and the PRD Property and present and prospective phases in the Master Plan and likewise shall govern the disposition of the undivided interest conveyed in the Subject Property. Accordingly, all rights with respect to the use, possession, enjoyment, management, and disposition aforesaid which a Class I UDI Owner might otherwise have as a tenant-in-common (including, but not limited to any common law or statutory right jointly to use, possess, or manage commonly owned property) or otherwise, are hereby unconditionally and irrevocable subordinated to this Declaration for so long as this Declaration shall remain in effect.

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IN WITNESS WHEREOF, the undersigned Declarant has caused these presents to be duly executed the day and year first above written.

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WITNESSES:

Catherine H. Johnson
Print Name: Catherine H. Johnson
Jennifer L. Brown
Print Name: Jennifer L. Brown

DEER CREEK LTD.
[Signature]
BY: [Signature]
LAWRENCE W. MAXWELL, as President
of the Managing General Partner, Deer
Creek, Inc.
Post Office Box 5252
Lakeland, Florida 33807

WITNESSES:

Catherine H. Johnson
Print Name: Catherine H. Johnson
Jennifer L. Brown
Print Name: Jennifer L. Brown

PHASE TWO DEER CREEK GOLF AND TENNIS
RV RESORT PROPERTY OWNERS
ASSOCIATION INC.
[Signature]
BY: [Signature]
Lawrence W. Maxwell, as President

WITNESSES:

Catherine H. Johnson
Print Name: Catherine H. Johnson
Jennifer L. Brown
Print Name: Jennifer L. Brown

PHASE TWO DEER CREEK GOLF AND TENNIS
RV RESORT PROPERTY OWNERS (CLASS A)
ASSOCIATION, INC.
[Signature]
BY: [Signature]
Lawrence W. Maxwell, as President

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STATE OF FLORIDA:
COUNTY OF POLK :

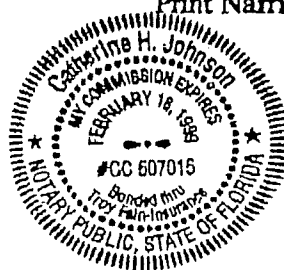
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Lawrence W. Maxwell, President of Deer Creek, Inc., Managing General Partner for Deer Creek, Ltd. named as Declarant in the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for DEER CREEK GOLF AND TENNIS RV RESORT, PHASE II, and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me ~~or has produced~~ _____ as evidence of identification.

^{15th} Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this day of August, 1996.

Catherine H. Johnson
NOTARY PUBLIC
Print Name: Catherine H. Johnson

My Commission Expires: 2/18/99

Commission Number: 507015



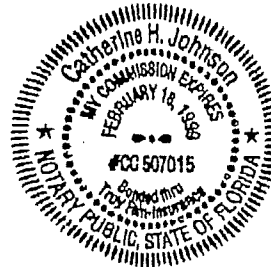
STATE OF FLORIDA:
COUNTY OF POLK :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Lawrence W. Maxwell, President of Phase Two Deer Creek Golf and Tennis RV Resort Property Owners Association, Inc. and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me ~~or has produced~~ _____ as evidence of identification.

^{15th} Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this day of August, 1996.

Catherine H. Johnson
NOTARY PUBLIC
Print Name: Catherine H. Johnson

My Commission Expires: 2/18/99



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Commission Number: 507015

STATE OF FLORIDA:
COUNTY OF POLK :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Lance W. Maxwell, President of Phase Two Deer Creek Golf and Tennis RV Resort Property Owners (Class A) Association, Inc. and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or ~~has produced~~ _____ as evidence of identification.

15th Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this day of AUGUST, 1996.

Catherine H. Johnson
NOTARY PUBLIC
Print Name: Catherine H. Johnson

My Commission Expires: 2/18/99

Commission Number: 507015

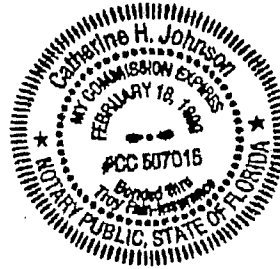


EXHIBIT A

LEGAL DESCRIPTION

Lots 200 through 468, inclusive, of DEER CREEK GOLF AND TENNIS RESORT, Phase Two, according to map or plat thereof recorded in Plat Book 86, Pages 5051, of the public records of Polk County, Florida, more particularly described as follows:

That part of Section 17, Township 26 South, Range 27 East, Polk County, Florida, described as follows:

Commence at the SE corner of the SW 1/4 of said Section 17; run thence S89°50'47"W, along the South boundary thereof, a distance of 447.48 feet; thence N00°09'14"W a distance of 25.00 feet to the point of beginning; thence S89°50'47"W, 25.00 feet North of and parallel with said South boundary, a distance of 1670.75 feet; thence N00°09'13"W a distance of 50.00 feet to the beginning of a curve having a central angle of 24°39'50" and whose radius point lies N89°50'47"E a distance of 380.93 feet; thence Northeasterly, along said curve, an arc distance of 163.90 feet; thence N24°30'37"E a distance of 46.07 feet to the beginning of a curve having a central angle of 36°56'43" and whose radius point lies N65°29'23"W a distance of 104.74 feet; thence Northeasterly, along said curve, an arc distance of 67.54 feet; thence N12°26'07"W a distance of 3.27 feet to the South boundary of Deer Creek Golf and Tennis RV Resort Phase One; thence N89°50'44"E, along said boundary, a distance of 30.66 feet to a point on a curve having a central angle of 35°33'30" and whose radius point lies S78°56'59"W a distance of 134.74 feet; thence Southwesterly, along said curve, an arc distance of 83.62 feet; thence S24°30'37"W a distance of 46.07 feet to the beginning of a curve having a central angle of 18°56'24" and whose radius point lies S65°29'23"E a distance of 350.93 feet; thence Southwesterly, along said curve, an arc distance of 116.01 feet; thence N89°50'47"E a distance of 654.48 feet to a point on a curve having a central angle of 40°30'10" and whose radius point lies S40°47'23"E a distance of 103.67 feet; thence Northeasterly, along said curve, an arc distance of 73.53 feet; thence N00°09'14"W a distance of 1262.53 feet; thence S89°18'12"E a distance of 60.01 feet; thence N00°09'14"W a distance of 29.02 feet to the beginning of a curve having a central angle of 70°04'16" and whose radius point lies S89°50'46"W a distance of 125.35 feet; thence Northwesterly, along said curve, an arc distance of 153.31 feet to the beginning of a curve having a central angle of 40°33'26" and whose radius point lies N19°46'30"E a distance of 212.41 feet; thence Northwesterly, along said curve, an arc distance of 150.24 feet; thence N29°42'04"W a distance of 203.15 feet to the beginning of a curve having a central angle of 90°00'00" and whose radius point lies S60°17'56"W a distance of 25.00 feet; thence Northwesterly, along said curve, an arc distance of 39.27 feet; thence S60°17'56"W a distance of 60.00 feet to the beginning of a curve having a central angle of 83°26'03" and whose radius point lies N29°42'04"W a distance of 2036.43 feet; thence Southwesterly, along said curve, an arc distance of 120.86 feet; thence S26°12'39"E a distance of 25.00 feet to a point on the Northerly boundary of Deer Creek Golf and Tennis RV Resort Phase One, said point being on a curve having a central angle of 13°17'28" and whose radius point lies S26°16'06"E a distance of 919.27 feet; thence Southwesterly, along said boundary and curve, an arc distance of 213.24 feet; thence S50°26'26"W, along said boundary, a distance of 62.90 feet; thence N19°33'34"W, along said boundary, a distance of 80.00 feet; thence N50°26'26"E a distance of 62.90 feet to the beginning of a curve having a central angle of 13°23'30" and

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RECORDER'S NOTICE
LEGIBILITY OF WRITING, TYPING
OR PRINTING UNSATISFACTORY IN
THIS DOCUMENT WHEN RECEIVED.

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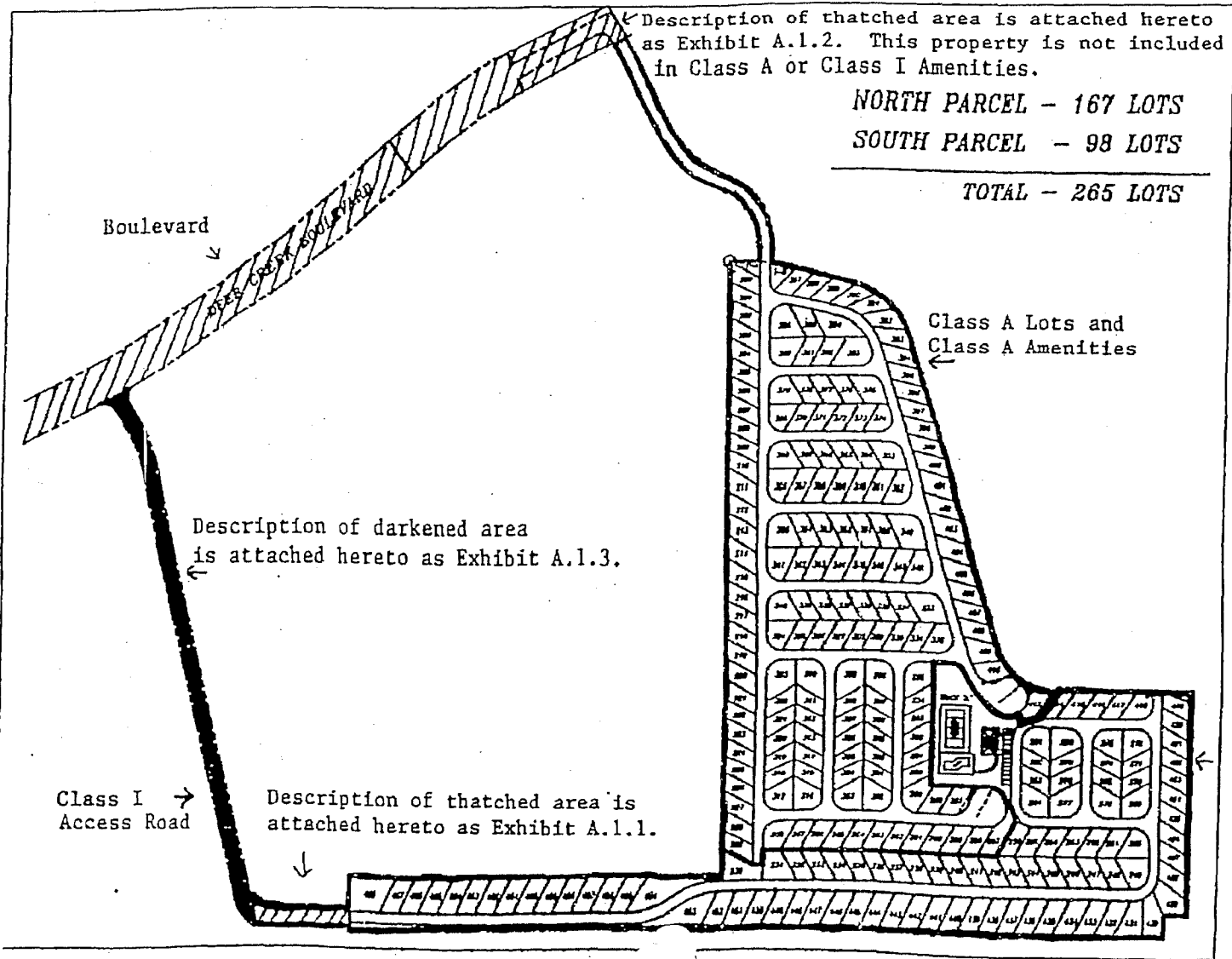
whose radius point lies $S39^{\circ}33'34''E$ a distance of 999.27 feet; thence **Northeasterly**, along said curve, an arc distance of 233.56 feet; thence $S77^{\circ}18'23''E$ a distance of 25.06 feet to a point on a curve having a central angle of $93^{\circ}26'03''$ and whose radius point lies $N26^{\circ}16'01''W$ a distance of 1986.43 feet; thence **Northeasterly**, along said curve, an arc distance of 119.06 feet; thence $N60^{\circ}17'56''E$ a distance of 115.00 feet; thence $S29^{\circ}42'04''E$ a distance of 258.15 feet to the beginning of a curve having a central angle of $40^{\circ}31'20''$ and whose radius point lies $N60^{\circ}17'56''E$ a distance of 182.41 feet; thence **Southeasterly**, along said curve, an arc distance 129.02 feet to the beginning of a curve having a central angle of $70^{\circ}04'16''$ and whose radius point lies $S19^{\circ}46'30''W$ a distance of 155.35 feet; thence **Southeasterly**, along said curve, an arc distance of 189.99 feet; thence $S00^{\circ}09'14''E$ a distance of 30.64 feet; thence $S76^{\circ}04'58''E$ a distance of 158.72 feet to the beginning of a curve having a central angle of $59^{\circ}06'18''$ and whose radius point lies $S13^{\circ}55'02''W$ a distance of 182.64 feet; thence **Southeasterly**, along said curve, an arc distance of 180.40 feet; thence $S16^{\circ}50'40''E$ a distance of 630.00 feet to the beginning of a curve having a central angle of $73^{\circ}10'33''$ and whose radius point lies $N73^{\circ}01'20''E$ a distance of 118.35 feet; thence **Southeasterly**, along said curve, an arc distance of 151.15 feet; thence $N09^{\circ}50'47''E$ a distance of 285.00 feet; thence $S45^{\circ}09'14''E$ a distance of 28.28 feet; thence $S00^{\circ}09'14''E$ a distance of 460.00 feet; thence $S89^{\circ}50'47''W$ a distance of 50.00 feet; thence $S00^{\circ}09'14''E$ a distance of 40.00 feet to the point of beginning.

Note: DEER CREEK GOLF AND TENNIS RV RESORT, Phase Two is in the process of being platted and a certified copy of the plat will be sent to the Division of Land Sales as soon as available.

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DEER CREEK GOLF AND TENNIS RV RESORT PHASE TWO - MODIFICATION
 A SUBDIVISION IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA
 AS RECORDED IN PLAT BOOK 86, PAGES 50 & 51



NORTH PARCEL - 167 LOTS
 SOUTH PARCEL - 98 LOTS
 TOTAL - 265 LOTS

Exhibit A.1



N.T.S.

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RECORDER'S MEMO:
 LEGIBILITY OF WRITING, TYPING
 OR PRINTING UNSATISFACTORY IN
 THIS DOCUMENT WHEN RECEIVED.

Class I →
 Access Road

↑
 Description of darkened area
 is attached hereto as Exhibit A.1.3.

↓
 Description of thatched area is
 attached hereto as Exhibit A.1.1.

←
 Class A Lots and
 Class A Amenities

←
 Class I Lots
 and Class I
 Amenities

PROPOSED PLAN

engineers—surveyors—architects

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A parcel of land being in Section 17, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 17; thence South 89°50'47" West along the south line of said Section 17, a distance of 2461.37 feet; thence North 00°05'09" West, 25.00 feet; thence North 89°50'47" East, 60.00 feet to the Point of Beginning; thence North 00°05'09" West, 40.00 feet; thence North 89°50'47" East and parallel with said south line, 275.08 feet to the west line of DEER CREEK GOLF AND TENNIS RV RESORT PHASE TWO, as recorded in Plat Book 86, Pages 50 - 51, Public Records of Polk County, Florida; thence South 00°09'13" East along said west line, 40.00 feet to the southwest corner of said DEER CREEK GOLF AND TENNIS RV RESORT (PHASE TWO); thence South 89°50'47" West and parallel with aforesaid south line of Section 17, a distance of 275.13 feet to the Point of Beginning. Said parcel containing 11004 square feet, more or less.

Exhibit A.1.2

Bolevard

A NON-EXCLUSIVE ACCESS ROAD EASEMENT as recorded in Official Records Book 2533, Page 0058, public records of Polk County, Florida, more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 17, Township 26 South, Range 27 East, Polk County, Florida and run thence South 89°50' 47" West, along the South boundary of said Southwest 1/4 of Section 17, 2635.54 feet to the Easterly right-of-way of U.S. Highway 27, said point being on a curve having a central angle of 09°48'37" and whose radius point lies South 75°48'12" West 4422.18 feet; run thence along said curve and said right-of-way, 757.17 feet; thence North 65°59'34" East, along said right-of-way, 15.00 feet to a point on a curve having a central angle of 02°32'23" and whose radius point lies South 65°59'34" West 4437.18 feet; run thence, along said curve and said right-of-way, 196.70 feet to the Point of Beginning; continue thence, along said curve and said right-of-way, through a central angle of 01°17'29" and whose radius point lies South 63°27'11" West 4437.18 feet thence, along said curve, 100.00 feet; thence North 62°48'27" East 239.88 feet to the beginning of a curve having a central angle of 06°41'37" and whose radius point lies North 27°11'33" West 805.01 feet; thence, along said curve, 94.04 feet; thence North 56°06'50" East 75.57 feet; thence South 33°53'10" East 10.00 feet; thence North 56°06'50" East 202.64 feet to the beginning of a curve having a central angle of 08°50'08" and whose radius point lies North 34°08'41" West 1801.37 feet; thence, along said curve, 277.78 feet; thence North 47°01'11" East 113.93 feet to the beginning of a curve having a central angle of 03°25'15" and whose radius point lies South 42°58'49" East 1435.17 feet; thence, along said curve, 85.69 feet; thence North 50°26'26" East 40.00 feet; thence South 39°33'34" East 80.00 feet; thence South 50°26'26" West 40.00 feet to the beginning of a curve having a central angle of 03°25'15" and whose radius point lies South 39°33'34" East 1355.17 feet; thence, along said curve, 80.91 feet; thence South 47°01'11" West 113.93 feet to the beginning of a curve having a central angle of 08°50'08" and whose radius point lies North 42°58'49" West 1881.37 feet; thence, along said curve, 290.12 feet; thence South 56°06'50" West 172.92 feet; thence South 33°53'10" East 10.00 feet; thence South 56°06'50" West 105.65 feet to the beginning of a curve having a central angle of 06°41'37" and whose radius point lies North 33°53'10" West 905.01 feet; thence, along said curve, 105.73 feet; thence South 62°48'27" West 239.88 feet to the Point of Beginning.

AND

A parcel of land being in Section 17, Township 26 South, Range 27 East, Polk County, Florida and a portion of DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, as recorded in Plat Book 86, Pages 50-51, Public Records of Polk County, Florida, being described as follows:

Begin at the southeasterly corner of DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B), as recorded in Plat Book 96, Pages 29 - 30, Public Records of Polk County, Florida; said point also being the northwesterly corner of aforesaid DEER CREEK GOLF AND TENNIS RESORT (PHASE TWO); thence North 50°26'26" East along the north line of said PHASE TWO,

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62.98 feet to the point of curvature of a curve to the right having a radius of 999.27 feet, a central angle of $13^{\circ}23'30''$, a chord distance of 233.03 feet and a chord bearing of North $57^{\circ}08'11''$ East; thence northeasterly along the arc of said curve and said north line of PHASE TWO, 233.56 feet; thence North $61^{\circ}59'23''$ East, 115.82 feet; thence North $60^{\circ}17'56''$ East, 115.00 feet to the northerly projection of the east line of said PHASE TWO; thence South $29^{\circ}42'04''$ East along said northerly projection and said east line, 80.00 feet; thence South $60^{\circ}17'56''$ West, 115.00 feet; thence South $62^{\circ}00'59''$ West, 122.36 feet to the northeast corner of DEER CREEK GOLF AND TENNIS RV RESORT (PHASE ONE), as recorded in Plat Book 83, Pages 42 - 43, Public Records of Polk County, Florida, said corner being on a curve to the left having a radius of 919.27 feet, a central angle of $13^{\circ}17'28''$, a chord distance of 212.77 feet, and a chord bearing of South $57^{\circ}05'10''$ West; thence southwesterly along the arc of said curve and northerly line of said DEER CREEK GOLF AND TENNIS RESORT (PHASE ONE) 213.24 feet to the point of tangency; thence South $50^{\circ}26'26''$ West, 62.98 feet to the southeast corner of an access road easement as recorded in Official Records Book 2533, Page 0058, Public Records of Polk County, Florida; thence North $39^{\circ}33'34''$ West along the east line of said access road easement, 80.00 feet to the Point of Beginning. Said parcel containing 0.96 acres, more or less.

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Exhibit A.1.3**Class I Access Road**

A parcel of land being in Section 17 and 18, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 17; thence South 89°50'47" West along the south line of said Section 17, a distance of 2461.37 feet; thence North 00°05'09" West, 25.00 feet; thence North 89°50'47" East, 10.00 feet to the Point of Beginning; thence continue North 89°50'47" East, 50.00 feet; thence North 00°05'09" West, 158.67 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of 14°52'39", a chord distance of 77.68 feet, and a chord bearing of North 07°21'10" East; thence northeasterly along the arc of said curve 77.90 feet to the point of reverse curvature of a curve to the left having a radius of 350.00 feet, a central angle of 25°50'25", a chord distance of 156.52 feet, and a chord bearing of North 01°52'17" East; thence northeasterly along the arc of said curve 157.85 feet to the point of tangency; thence North 11°02'56" West, 377.04 feet to the point of curvature of a curve to the left having a radius of 350.00 feet, a central angle of 19°55'28", a chord distance of 121.10 feet, and a chord bearing of North 21°00'40" West; thence northwesterly along the arc of said curve 121.71 feet to the point of tangency; thence North 30°58'24" West, 182.44 feet to the point of curvature of a curve to the right having a radius of 35.00 feet, a central angle of 87°05'14", a chord distance of 48.22 feet, and a chord bearing of North 12°34'13" East; thence northeasterly along the arc of said curve 53.20 feet to the southerly line of an Access Road Easement as recorded in Official Records Book 2533, Page 0058, Public Records of Polk County, Florida; thence South 56°06'50" West, 76.19 feet to the point of curvature of a curve to the right having a radius of 905.01 feet, a central angle of 02°40'38", a chord distance of 42.29 feet, and a chord bearing of South 57°27'09" West; thence southwesterly along the arc of said curve and said southerly line 42.29 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 90°14'08", a chord distance of 49.60 feet, and a chord bearing of South 76°05'28" East; thence southeasterly along the arc of said curve 55.12 feet to the point of tangency; thence South 30°58'24" East, 177.36 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of 19°55'28", a chord distance of 103.80 feet, and a chord bearing of South 21°00'40" East; thence southeasterly along the arc of said curve 104.32 feet to the point of tangency; thence South 11°02'56" East, 377.04 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of 25°50'26", a chord distance of 134.16 feet, and a chord bearing of South 01°52'17" West; thence southerly along the arc of said curve 135.30 feet to the point of reverse curvature of a curve to the left having a radius of 350.00 feet, a central angle of 14°52'39", a chord distance of 90.63, and a chord bearing of South 07°21'10" West; thence southerly along the arc of said curve 90.88 feet to the point of tangency; thence South 00°05'09" East, 158.72 feet; to the Point of Beginning. Said parcel containing 1.27 acres, more or less.

AND

A parcel of land being in Section 17, Township 26 South, Range 27 East, Polk County, Florida,

being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 17; thence South 89°50'47" West along the south line of said Section 17, a distance of 2461.37 feet; thence North 00°05'09" West, 25.00 feet; thence North 89°50'47" East, 60.00 feet to the Point of Beginning; thence North 00°05'09" West, 40.00 feet; thence North 89°50'47" East and parallel with said south line, 275.08 feet to the west line of DEER CREEK GOLF AND TENNIS RV RESORT PHASE TWO, as recorded in Plat Book 86, Pages 50 - 51, Public Records of Polk County, Florida; thence South 00°09'13" East along said west line, 40.00 feet to the southwest corner of said DEER CREEK GOLF AND TENNIS RV RESORT (PHASE TWO); thence South 89°50'47" West and parallel with aforesaid south line of Section 17, a distance of 275.13 feet to the Point of Beginning. Said parcel containing 11004 square feet, more or less.

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Exhibit B
FRD Property

A parcel of land being in Section 17, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Begin at the southeast corner of DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B), as recorded in Plat Book 96, Pages 29 - 30, Public Records of Polk County, Florida; thence North $29^{\circ}46'34''$ West along the easterly line of said DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B), 166.75 feet; thence North $26^{\circ}55'50''$ West along said easterly line 193.89 feet; thence North $33^{\circ}03'51''$ West along said easterly line, 171.55 feet to the point of intersection of said easterly line and the southerly line of said DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B); thence North $52^{\circ}17'10''$ East along said southerly line, 276.02 feet; thence South $37^{\circ}42'50''$ East and perpendicular to said southerly line, 161.64 feet to a point on a curve to the left having a radius of 218.12 feet; a central angle of $44^{\circ}43'54''$, a chord distance of 166.00 feet, and a chord bearing of South $07^{\circ}26'56''$ West; thence Southwesterly along the arc of said curve 170.29 feet to a point on a curve to the left having a radius of 155.00 feet, a central angle of $69^{\circ}39'27''$, a chord distance of 177.05 feet, and a chord bearing of South $50^{\circ}46'43''$ East; thence Southeasterly along the arc of said curve 188.44 feet thence South $28^{\circ}22'14''$ East, 87.32 feet to a point on the north right-of-way line of DEER CREEK BOULEVARD, as recorded in Plat Book 86, Pages 50 - 51, Public Records of Polk County, Florida, said north right-of-way line being a curve to the left having a radius of 999.27 feet, a central angle of $11^{\circ}11'20''$, a chord distance of 194.83 feet, and a chord bearing of South $56^{\circ}02'06''$ West; thence along the arc of said curve 195.14 feet to the point of tangency; thence South $50^{\circ}26'26''$ West, 62.98 feet to the Point of Beginning. Said parcel containing 2.93 acres, more or less.

AND

A parcel of land being in Section 17 and 18, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 17; thence South $89^{\circ}50'47''$ West along the south line of said Section 17, a distance of 2461.37 feet; thence North $00^{\circ}05'09''$ West, 25.00 feet; thence North $89^{\circ}50'47''$ East, 60.00 feet; thence North $00^{\circ}05'09''$ West, 158.67 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of $14^{\circ}52'39''$, a chord distance of 77.68 feet, and a chord bearing of North $07^{\circ}21'10''$ East; thence northeasterly along the arc of said curve 77.90 feet to the point of reverse curvature of a curve to the left having a radius of 350.00 feet, a central angle of $25^{\circ}50'26''$, a chord distance of 156.52 feet, and a chord bearing of North $01^{\circ}52'17''$ East; thence northeasterly along the arc of said curve 157.85 feet to the point of tangency; thence North $11^{\circ}02'56''$ West, 377.04 feet to the point of curvature of a curve to the left having a radius of 350.00 feet, a central angle of $19^{\circ}55'28''$, a chord distance of 121.10 feet, and a chord bearing of North $21^{\circ}00'40''$ West; thence northwesterly along the arc of said curve 121.71 feet to the point of tangency; thence North $30^{\circ}58'24''$ West, 182.44 feet to the point of curvature of a curve to the right having a radius of 35.00 feet, a central angle of $87^{\circ}05'14''$,

a chord distance of 48.22 feet, and a chord bearing of North $12^{\circ}34'13''$ East; thence northeasterly along the arc of said curve 53.20 feet to the southerly line of an Access Road Easement as recorded in Official Records Book 2533, Page 0058, Public Records of Polk County, Florida; thence South $56^{\circ}06'50''$ West, 76.19 feet to the point of curvature of a curve to the right having a radius of 905.01 feet, a central angle of $02^{\circ}40'38''$, a chord distance of 42.29 feet, and a chord bearing of South $57^{\circ}27'09''$ West; thence southwesterly along the arc of said curve and southerly line 42.29 feet to the Point of Beginning; thence continue along said southerly line and a curve to the right having a radius of 905.01 feet, a central angle of $04^{\circ}00'59''$, a chord distance of 63.43 feet, and a chord bearing of South $60^{\circ}47'58''$ West; thence southwesterly along the arc of said curve 63.44 feet to the point of tangency; thence South $62^{\circ}48'27''$ West, 41.46 feet; thence South $27^{\circ}29'16''$ East, 234.37 feet; thence North $62^{\circ}30'44''$ East, 153.30 feet to a point on a curve to the left having a radius of 300.00 feet, a central angle of $05^{\circ}00'35''$, a chord distance of 26.22 feet, and a chord bearing of North $28^{\circ}28'06''$ West; thence northwesterly along the arc of said curve 26.23 feet to the point of tangency; thence North $30^{\circ}58'24''$ West, 177.36 feet to the point of curvature of a curve to the left having a radius of 35.00 feet, a central angle of $90^{\circ}14'08''$, a chord distance of 49.60 feet, and a chord bearing of North $76^{\circ}05'28''$ West; thence northwesterly along the arc of said curve 55.12 feet to the Point of Beginning. Said parcel containing 0.79 acres, more or less.

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Exhibit C**Class I Access Road**

A parcel of land being in Section 17 and 18, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 17; thence South 89°50'47" West along the south line of said Section 17, a distance of 2461.37 feet; thence North 00°05'09" West, 25.00 feet; thence North 89°50'47" East, 10.00 feet to the Point of Beginning; thence continue North 89°50'47" East, 50.00 feet; thence North 00°05'09" West, 158.67 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of 14°52'39", a chord distance of 77.68 feet, and a chord bearing of North 07°21'10" East; thence northeasterly along the arc of said curve 77.90 feet to the point of reverse curvature of a curve to the left having a radius of 350.00 feet, a central angle of 25°50'25", a chord distance of 156.52 feet, and a chord bearing of North 01°52'17" East; thence northeasterly along the arc of said curve 157.85 feet to the point of tangency; thence North 11°02'56" West, 377.04 feet to the point of curvature of a curve to the left having a radius of 350.00 feet, a central angle of 19°55'28", a chord distance of 121.10 feet, and a chord bearing of North 21°00'40" West; thence northwesterly along the arc of said curve 121.71 feet to the point of tangency; thence North 30°58'24" West, 182.44 feet to the point of curvature of a curve to the right having a radius of 35.00 feet, a central angle of 87°05'14", a chord distance of 48.22 feet, and a chord bearing of North 12°34'13" East; thence northeasterly along the arc of said curve 53.20 feet to the southerly line of an Access Road Easement as recorded in Official Records Book 2533, Page 0058, Public Records of Polk County, Florida; thence South 56°06'50" West, 76.19 feet to the point of curvature of a curve to the right having a radius of 905.01 feet, a central angle of 02°40'38", a chord distance of 42.29 feet, and a chord bearing of South 57°27'09" West; thence southwesterly along the arc of said curve and said southerly line 42.29 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 90°14'08", a chord distance of 49.60 feet, and a chord bearing of South 76°05'28" East; thence southeasterly along the arc of said curve 55.12 feet to the point of tangency; thence South 30°58'24" East, 177.36 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of 19°55'28", a chord distance of 103.80 feet, and a chord bearing of South 21°00'40" East; thence southeasterly along the arc of said curve 104.32 feet to the point of tangency; thence South 11°02'56" East, 377.04 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of 25°50'26", a chord distance of 134.16 feet, and a chord bearing of South 01°52'17" West; thence southerly along the arc of said curve 135.30 feet to the point of reverse curvature of a curve to the left having a radius of 350.00 feet, a central angle of 14°52'39", a chord distance of 90.63, and a chord bearing of South 07°21'10" West; thence southerly along the arc of said curve 90.88 feet to the point of tangency; thence South 00°05'09" East, 158.72 feet; to the Point of Beginning. Said parcel containing 1.27 acres, more or less.

AND

A parcel of land being in Section 17, Township 26 South, Range 27 East, Polk County, Florida,

being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 17; thence South 89°50'47" West along the south line of said Section 17, a distance of 2461.37 feet; thence North 00°05'09" West, 25.00 feet; thence North 89°50'47" East, 60.00 feet to the Point of Beginning; thence North 00°05'09" West, 40.00 feet; thence North 89°50'47" East and parallel with said south line, 275.08 feet to the west line of DEER CREEK GOLF AND TENNIS RV RESORT PHASE TWO, as recorded in Plat Book 86, Pages 50 - 51, Public Records of Polk County, Florida; thence South 00°09'13" East along said west line, 40.00 feet to the southwest corner of said DEER CREEK GOLF AND TENNIS RV RESORT (PHASE TWO); thence South 89°50'47" West and parallel with aforesaid south line of Section 17, a distance of 275.13 feet to the Point of Beginning. Said parcel containing 11004 square feet, more or less.

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Exhibit D**Boulevard**

A NON-EXCLUSIVE ACCESS ROAD EASEMENT as recorded in Official Records Book 2533, Page 0058, public records of Polk County, Florida, more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 17, Township 26 South, Range 27 East, Polk County, Florida and run thence South 89°50'47" West, along the South boundary of said Southwest 1/4 of Section 17, 2635.54 feet to the Easterly right-of-way of U.S. Highway 27, said point being on a curve having a central angle of 09°48'37" and whose radius point lies South 75°48'12" West 4422.18 feet; run thence along said curve and said right-of-way, 757.17 feet; thence North 65°59'34" East, along said right-of-way, 15.00 feet to a point on a curve having a central angle of 02°32'23" and whose radius point lies South 65°59'34" West 4437.18 feet; run thence, along said curve and said right-of-way, 196.70 feet to the Point of Beginning; continue thence, along said curve and said right-of-way, through a central angle of 01°17'29" and whose radius point lies South 63°27'11" West 4437.18 feet thence, along said curve, 100.00 feet; thence North 62°48'27" East 239.88 feet to the beginning of a curve having a central angle of 06°41'37" and whose radius point lies North 27°11'33" West 805.01 feet; thence, along said curve, 94.04 feet; thence North 56°06'50" East 75.57 feet; thence South 33°53'10" East 10.00 feet; thence North 56°06'50" East 202.64 feet to the beginning of a curve having a central angle of 08°50'08" and whose radius point lies North 34°08'41" West 1801.37 feet; thence, along said curve, 277.78 feet; thence North 47°01'11" East 113.93 feet to the beginning of a curve having a central angle of 03°25'15" and whose radius point lies South 42°58'49" East 1435.17 feet; thence, along said curve, 85.69 feet; thence North 50°26'26" East 40.00 feet; thence South 39°33'34" East 80.00 feet; thence South 50°26'26" West 40.00 feet to the beginning of a curve having a central angle of 03°25'15" and whose radius point lies South 39°33'34" East 1355.17 feet; thence, along said curve, 80.91 feet; thence South 47°01'11" West 113.93 feet to the beginning of a curve having a central angle of 08°50'08" and whose radius point lies North 42°58'49" West 1881.37 feet; thence, along said curve, 290.12 feet; thence South 56°06'50" West 172.92 feet; thence South 33°53'10" East 10.00 feet; thence South 56°06'50" West 105.65 feet to the beginning of a curve having a central angle of 06°41'37" and whose radius point lies North 33°53'10" West 805.01 feet; thence, along said curve, 105.73 feet; thence South 62°48'27" West 239.88 feet to the Point of Beginning.

AND

A parcel of land being in Section 17, Township 26 South, Range 27 East, Polk County, Florida and a portion of DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, as recorded in Plat Book 86, Pages 50-51, Public Records of Polk County, Florida, being described as follows:

Begin at the southeasterly corner of DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B), as recorded in Plat Book 96, Pages 29 - 30, Public Records of Polk County, Florida; said point also being the northwesterly corner of aforesaid DEER CREEK GOLF AND TENNIS RESORT (PHASE TWO); thence North 50°26'26" East along the north line of said PHASE TWO,

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62.98 feet to the point of curvature of a curve to the right having a radius of 999.27 feet, a central angle of $13^{\circ}23'30''$, a chord distance of 233.03 feet and a chord bearing of North $57^{\circ}08'11''$ East; thence northeasterly along the arc of said curve and said north line of PHASE TWO, 233.56 feet; thence North $61^{\circ}59'23''$ East, 115.82 feet; thence North $60^{\circ}17'56''$ East, 115.00 feet to the northerly projection of the east line of said PHASE TWO; thence South $29^{\circ}42'04''$ East along said northerly projection and said east line, 80.00 feet; thence South $60^{\circ}17'56''$ West, 115.00 feet; thence South $62^{\circ}00'59''$ West, 122.36 feet to the northeast corner of DEER CREEK GOLF AND TENNIS RV RESORT (PHASE ONE), as recorded in Plat Book 83, Pages 42 - 43, Public Records of Polk County, Florida, said corner being on a curve to the left having a radius of 919.27 feet, a central angle of $13^{\circ}17'28''$, a chord distance of 212.77 feet, and a chord bearing of South $57^{\circ}05'10''$ West; thence southwesterly along the arc of said curve and northerly line of said DEER CREEK GOLF AND TENNIS RESORT (PHASE ONE) 213.24 feet to the point of tangency; thence South $50^{\circ}26'26''$ West, 62.98 feet to the southeast corner of an access road easement as recorded in Official Records Book 2533, Page 0058, Public Records of Polk County, Florida; thence North $39^{\circ}33'34''$ West along the east line of said access road easement, 80.00 feet to the Point of Beginning. Said parcel containing 0.96 acres, more or less.

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Exhibit E**ASSOCIATION (CLASS I) MUTUAL MAINTENANCE
AGREEMENT AND EASEMENT FOR PRD PROPERTY**

This Agreement is made this ___ day of _____, 1996, by and between DEER CREEK, LTD., a Florida limited partnership, ("Owner"), and the PHASE II DEER CREEK GOLF AND TENNIS RV RESORT PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association (Class I)").

WHEREAS, Owner is the owner of the PRD Property described in Exhibit E.1 attached hereto, hereinafter referred to as "PRD Property."

WHEREAS, a club house, pool, craft building and play area have been constructed on the PRD Property, and

WHEREAS, the Association (Class I), as an association of property owners in the DEER CREEK GOLF AND TENNIS RV RESORT MASTER PLAN, desires to utilize these facilities and is agreeable to paying its pro rata share of the cost of maintaining the PRD Property.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars paid to the Owner by the Association (Class I), receipt of which is hereby acknowledged, and the mutual undertakings and promises as set forth herein, the Owner does hereby grant to the Association (Class I), for the benefit of its members, a permanent non-exclusive easement for utilizing the PRD Property said property more particularly described on Exhibit E.1 attached hereto and made a part hereof and grants to the Association (Class I) members the right of use of the facilities deemed herein as more fully described in the Amended and Restated Declarations of Covenants, Conditions, and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase II ("Declarations").

IT IS FURTHER AGREED between the parties that the Association (Class I) shall pay a pro rata share of the costs of maintaining the club house, pool, craft building, and play area constructed on the PRD described in Exhibit E.1, which pro rata share shall be based on the following ratio: number of Class I Lots (as defined in the Declarations) over the number of total lots in the DEER CREEK GOLF AND TENNIS RV RESORT, Master Plan including Phase I and all future phases or units, as platted in the public records of Polk County, Florida. The Owner agrees to provide an annual statement to the Association (Class I) at least thirty (30) days before an annual meeting of the Association (Class I), or fiscal year end of the Association (Class I), but no earlier than December 1 of any year, wherein it establishes its budget for the costs of maintaining said club house, pool, craft building, and play area for the forthcoming year and setting forth the Association's (Class I) pro rata share of this cost. The Association (Class I) agrees to pay its pro rata share of the costs of maintaining the easement in advance thirty days from the date of billing. If the Association (Class I) fails to pay its pro rata share of these costs, the Owner shall make written demand on the Association (Class I) for the payment. If the Association (Class I) fails to tender

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payment within ten days of the written demand, the Owner has the right to refuse the members of the Association (Class I) access to the PRD Property. The Owner agrees to make available for inspection, at a reasonable time, this budget and the actual costs of maintaining said club house, pool, craft building, and play area. Any amounts collected by the Owner for payment of costs of maintaining the PRD Property which exceed the actual costs incurred by the Owner shall be applied to the Association's (Class I) assessment for the subsequent year.

IT IS FURTHER AGREED between the parties that in the event the Association (Class I) defaults in its payment under this agreement, the Owner shall have the right to deny the Association's (Class I) members the use of the PRD Property, the Boulevard, and the Class I Access Road (as these terms are defined in the Declarations).

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

The 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.

WITNESSES:

DEER CREEK, LTD.

Print Name: _____

BY: _____
LAWRENCE W. MAXWELL, as President
of the Managing General Partner, Deer
Creek, Inc.

Print Name: _____

WITNESSES:

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

Print Name: _____

BY: _____, as President

Print Name: _____

STATE OF FLORIDA:
COUNTY OF POLK :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Lawrence W. Maxwell, President of Deer

Creek, Inc., Managing General Partner for Deer Creek, Ltd. named as Owner in the foregoing Association (Class I) Mutual Maintenance Agreement and Easement for PRD Property and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as evidence of identification.

Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this _____ day of _____, 1996.

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NOTARY PUBLIC
Print Name: _____

My Commission Expires:

Commission Number:

STATE OF FLORIDA:
COUNTY OF POLK :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, President of Phase II Deer Creek Golf and Tennis RV Resort Property Owners Association, Inc. and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as evidence of identification.

Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this _____ day of _____, 1996.

NOTARY PUBLIC
Print Name: _____

My Commission Expires:

Commission Number:

Exhibit E.1**PRD Property**

A parcel of land being in Section 17, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Begin at the southeast corner of DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B), as recorded in Plat Book 96, Pages 29 - 30, Public Records of Polk County, Florida; thence North $29^{\circ}46'34''$ West along the easterly line of said DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B), 166.75 feet; thence North $26^{\circ}55'50''$ West along said easterly line 193.89 feet; thence North $33^{\circ}03'51''$ West along said easterly line, 171.55 feet to the point of intersection of said easterly line and the southerly line of said DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B); thence North $52^{\circ}17'10''$ East along said southerly line, 276.02 feet; thence South $37^{\circ}42'50''$ East and perpendicular to said southerly line, 161.64 feet to a point on a curve to the left having a radius of 218.12 feet; a central angle of $44^{\circ}43'54''$, a chord distance of 166.00 feet, and a chord bearing of South $07^{\circ}26'56''$ West; thence Southwesterly along the arc of said curve 170.29 feet to a point on a curve to the left having a radius of 155.00 feet, a central angle of $69^{\circ}39'27''$, a chord distance of 177.05 feet, and a chord bearing of South $50^{\circ}46'43''$ East; thence Southeasterly along the arc of said curve 188.44 feet thence South $28^{\circ}22'14''$ East, 87.32 feet to a point on the north right-of-way line of DEER CREEK BOULEVARD, as recorded in Plat Book 86, Pages 50 - 51, Public Records of Polk County, Florida, said north right-of-way line being a curve to the left having a radius of 999.27 feet, a central angle of $11^{\circ}11'20''$, a chord distance of 194.83 feet, and a chord bearing of South $56^{\circ}02'06''$ West; thence along the arc of said curve 195.14 feet to the point of tangency; thence South $50^{\circ}26'26''$ West, 62.98 feet to the Point of Beginning. Said parcel containing 2.93 acres, more or less.

AND

A parcel of land being in Section 17 and 18, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 17; thence South $89^{\circ}50'47''$ West along the south line of said Section 17, a distance of 2461.37 feet; thence North $00^{\circ}05'09''$ West, 25.00 feet; thence North $89^{\circ}50'47''$ East, 60.00 feet; thence North $00^{\circ}05'09''$ West, 158.67 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of $14^{\circ}52'39''$, a chord distance of 77.68 feet, and a chord bearing of North $07^{\circ}21'10''$ East; thence northeasterly along the arc of said curve 77.90 feet to the point of reverse curvature of a curve to the left having a radius of 350.00 feet, a central angle of $25^{\circ}50'26''$, a chord distance of 156.52 feet, and a chord bearing of North $01^{\circ}52'17''$ East; thence northeasterly along the arc of said curve 157.85 feet to the point of tangency; thence North $11^{\circ}02'56''$ West, 377.04 feet to the point of curvature of a curve to the left having a radius of 350.00 feet, a central angle of $19^{\circ}55'28''$, a chord distance of 121.10 feet, and a chord bearing of North $21^{\circ}00'40''$ West; thence northwesterly along the arc of said curve 121.71 feet to the point of tangency; thence North $30^{\circ}58'24''$ West, 182.44 feet to the

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point of curvature of a curve to the right having a radius of 35.00 feet, a central angle of $87^{\circ}05'14''$, a chord distance of 48.22 feet, and a chord bearing of North $12^{\circ}34'13''$ East; thence northeasterly along the arc of said curve 53.20 feet to the southerly line of an Access Road Easement as recorded in Official Records Book 2533, Page 0058, Public Records of Polk County, Florida; thence South $56^{\circ}06'50''$ West, 76.19 feet to the point of curvature of a curve to the right having a radius of 905.01 feet, a central angle of $02^{\circ}40'38''$, a chord distance of 42.29 feet, and a chord bearing of South $57^{\circ}27'09''$ West; thence southwesterly along the arc of said curve and southerly line 42.29 feet to the Point of Beginning; thence continue along said southerly line and a curve to the right having a radius of 905.01 feet, a central angle of $04^{\circ}00'59''$, a chord distance of 63.43 feet, and a chord bearing of South $60^{\circ}47'58''$ West; thence southwesterly along the arc of said curve 63.44 feet to the point of tangency; thence South $62^{\circ}48'27''$ West, 41.46 feet; thence South $27^{\circ}29'16''$ East, 234.37 feet; thence North $62^{\circ}30'44''$ East, 153.30 feet to a point on a curve to the left having a radius of 300.00 feet, a central angle of $05^{\circ}00'35''$, a chord distance of 26.22 feet, and a chord bearing of North $28^{\circ}28'06''$ West; thence northwesterly along the arc of said curve 26.23 feet to the point of tangency; thence North $30^{\circ}58'24''$ West, 177.36 feet to the point of curvature of a curve to the left having a radius of 35.00 feet, a central angle of $90^{\circ}14'08''$, a chord distance of 49.60 feet, and a chord bearing of North $76^{\circ}05'28''$ West; thence northwesterly along the arc of said curve 55.12 feet to the Point of Beginning. Said parcel containing 0.79 acres, more or less.

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Exhibit F

**ASSOCIATION (CLASS A) MUTUAL MAINTENANCE
AGREEMENT AND EASEMENT FOR PRD PROPERTY**

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This Agreement is made this ___ day of _____, 1996, by and between DEER CREEK, LTD., a Florida limited partnership, ("Owner"), and the PHASE II DEER CREEK GOLF AND TENNIS RV RESORT PROPERTY OWNERS (CLASS A) ASSOCIATION, INC., a Florida not for profit corporation ("Association (Class A)").

WHEREAS, Owner is the owner of the PRD Property described in Exhibit F.1 attached hereto, hereinafter referred to as "PRD Property."

WHEREAS, a club house, pool, craft building and play area have been constructed on the PRD Property, and

WHEREAS, the Association (Class A), as an association of property owners in the DEER CREEK GOLF AND TENNIS RV RESORT MASTER PLAN, desires to utilize these facilities and is agreeable to paying its pro rata share of the cost of maintaining the PRD Property.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars paid to the Owner by the Association (Class A), receipt of which is hereby acknowledged, and the mutual undertakings and promises as set forth herein, the Owner does hereby grant to the Association (Class A), for the benefit of its members, a permanent non-exclusive easement for utilizing the PRD Property said property more particularly described on Exhibit F.1 attached hereto and made a part hereof and grants to the Association (Class A) members the right of use of the facilities deemed herein as more fully described in the Amended and Restated Declarations of Covenants, Conditions, and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase II ("Declarations").

IT IS FURTHER AGREED between the parties that the Association (Class A) shall pay a pro rata share of the costs of maintaining the club house, pool, craft building, and play area constructed on the PRD described in Exhibit F.1, which pro rata share shall be based on the following ratio: number of Class A Lots (as defined in the Declarations) over the number of total lots in the DEER CREEK GOLF AND TENNIS RV RESORT, Master Plan including Phase I and all future phases or units, as platted in the public records of Polk County, Florida. The Owner agrees to provide an annual statement to the Association (Class A) at least thirty (30) days before an annual meeting of the Association (Class A), or fiscal year end of the Association (Class A), but no earlier than December 1 of any year, wherein it establishes its budget for the costs of maintaining said club house, pool, craft building, and play area for the forthcoming year and setting forth the Association's (Class A) pro rata share of this cost. The Association (Class A) agrees to pay its pro rata share of the costs of maintaining the easement in advance thirty days from the date of billing. If the Association (Class A) fails to pay its pro rata share of these costs, the Owner shall make written demand on the Association (Class A) for the payment. If the Association (Class A) fails to tender payment within ten days of the written demand, the Owner has the right to refuse the

members of the Association (Class A) access to the PRD Property. The Owner agrees to make available for inspection, at a reasonable time, this budget and the actual costs of maintaining said club house, pool, craft building, and play area. Any amounts collected by the Owner for payment of costs of maintaining the PRD Property which exceed the actual costs incurred by the Owner shall be applied to the Association's (Class A) assessment for the subsequent year.

IT IS FURTHER AGREED between the parties that in the event the Association (Class A) defaults in its payment under this agreement, the Owner shall have the right to deny the Association's (Class A) members the use of the PRD Property and the Boulevard (as defined in the Declarations).

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

The 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.

WITNESSES:

DEER CREEK, LTD.

Print Name: _____

BY: _____
LAWRENCE W. MAXWELL, as President
of the Managing General Partner, Deer
Creek, Inc.

Print Name: _____

WITNESSES:

PHASE II DEER CREEK GOLF AND TENNIS
RV RESORT PROPERTY OWNERS (CLASS A)
ASSOCIATION, INC.

Print Name: _____

BY: _____
_____, as President

Print Name: _____

STATE OF FLORIDA:
COUNTY OF POLK :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Lawrence W. Maxwell, President of Deer Creek, Inc., Managing General Partner for Deer Creek, Ltd. named as Owner in the foregoing

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Association (Class A) Mutual Maintenance Agreement and Easement for PRD Property and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as evidence of identification.

Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this _____ day of _____, 1996.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

Commission Number:

STATE OF FLORIDA:
COUNTY OF POLK :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, President of Phase II Deer Creek Golf and Tennis RV Resort Property Owners (Class A) Association, Inc. and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as evidence of identification.

Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this _____ day of _____, 1996.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

Commission Number:

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Exhibit E.1**PRD Property**

A parcel of land being in Section 17, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Begin at the southeast corner of DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B), as recorded in Plat Book 96, Pages 29 - 30, Public Records of Polk County, Florida; thence North $29^{\circ}46'34''$ West along the easterly line of said DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B), 166.75 feet; thence North $26^{\circ}55'50''$ West along said easterly line 193.89 feet; thence North $33^{\circ}03'51''$ West along said easterly line, 171.55 feet to the point of intersection of said easterly line and the southerly line of said DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B); thence North $52^{\circ}17'10''$ East along said southerly line, 276.02 feet; thence South $37^{\circ}42'50''$ East and perpendicular to said southerly line, 161.64 feet to a point on a curve to the left having a radius of 218.12 feet; a central angle of $44^{\circ}43'54''$, a chord distance of 166.00 feet, and a chord bearing of South $07^{\circ}26'56''$ West; thence Southwesterly along the arc of said curve 170.29 feet to a point on a curve to the left having a radius of 155.00 feet, a central angle of $69^{\circ}39'27''$, a chord distance of 177.05 feet, and a chord bearing of South $50^{\circ}46'43''$ East; thence Southeasterly along the arc of said curve 188.44 feet thence South $28^{\circ}22'14''$ East, 87.32 feet to a point on the north right-of-way line of DEER CREEK BOULEVARD, as recorded in Plat Book 86, Pages 50 - 51, Public Records of Polk County, Florida, said north right-of-way line being a curve to the left having a radius of 999.27 feet, a central angle of $11^{\circ}11'20''$, a chord distance of 194.83 feet, and a chord bearing of South $56^{\circ}02'06''$ West; thence along the arc of said curve 195.14 feet to the point of tangency; thence South $50^{\circ}26'26''$ West, 62.98 feet to the Point of Beginning. Said parcel containing 2.93 acres, more or less.

AND

A parcel of land being in Section 17 and 18, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 17; thence South $89^{\circ}50'47''$ West along the south line of said Section 17, a distance of 2461.37 feet; thence North $00^{\circ}05'09''$ West, 25.00 feet; thence North $89^{\circ}50'47''$ East, 60.00 feet; thence North $00^{\circ}05'09''$ West, 158.67 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of $14^{\circ}52'39''$, a chord distance of 77.68 feet, and a chord bearing of North $07^{\circ}21'10''$ East; thence northeasterly along the arc of said curve 77.90 feet to the point of reverse curvature of a curve to the left having a radius of 350.00 feet, a central angle of $25^{\circ}50'26''$, a chord distance of 156.52 feet, and a chord bearing of North $01^{\circ}52'17''$ East; thence northeasterly along the arc of said curve 157.85 feet to the point of tangency; thence North $11^{\circ}02'56''$ West, 377.04 feet to the point of curvature of a curve to the left having a radius of 350.00 feet, a central angle of $19^{\circ}55'28''$, a chord distance of 121.10 feet, and a chord bearing of North $21^{\circ}00'40''$ West; thence northwesterly along the arc of said curve 121.71 feet to the point of tangency; thence North $30^{\circ}58'24''$ West, 182.44 feet to the

point of curvature of a curve to the right having a radius of 35.00 feet, a central angle of $87^{\circ}05'14''$, a chord distance of 48.22 feet, and a chord bearing of North $12^{\circ}34'19''$ East; thence westerly along the arc of said curve 55.12 feet to the southerly line of an Access Road Easement as recorded in Official Records Book 2531, Page 0058, Public Records of Polk County, Florida; thence South $56^{\circ}06'30''$ West, 75.19 feet to the point of curvature of a curve to the right having a radius of 905.01 feet, a central angle of $02^{\circ}40'38''$, a chord distance of 42.29 feet, and a chord bearing of South $57^{\circ}27'09''$ West; thence southwesterly along the arc of said curve and southerly line 42.29 feet to the Point of Beginning; thence continue along said southerly line and a curve to the right having a radius of 905.01 feet, a central angle of $04^{\circ}00'59''$, a chord distance of 63.43 feet, and a chord bearing of South $60^{\circ}47'58''$ West; thence southwesterly along the arc of said curve 63.44 feet to the point of tangency; thence South $62^{\circ}48'27''$ West, 41.46 feet; thence South $27^{\circ}29'16''$ East, 234.37 feet; thence North $62^{\circ}30'44''$ East, 153.30 feet to a point on a curve to the left having a radius of 300.00 feet, a central angle of $05^{\circ}00'35''$, a chord distance of 26.22 feet, and a chord bearing of North $28^{\circ}28'06''$ West; thence northwesterly along the arc of said curve 26.23 feet to the point of tangency; thence North $30^{\circ}58'24''$ West, 177.36 feet to the point of curvature of a curve to the left having a radius of 35.00 feet, a central angle of $90^{\circ}14'08''$, a chord distance of 49.60 feet, and a chord bearing of North $76^{\circ}05'28''$ West; thence northwesterly along the arc of said curve 55.12 feet to the Point of Beginning. Said parcel containing 0.79 acres, more or less.

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Exhibit G

**ASSOCIATION (CLASS I) MUTUAL MAINTENANCE
AGREEMENT AND EASEMENT FOR BOULEVARD**

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This Agreement is made this ___ day of _____, 1996, by and between DEER CREEK, LTD., a Florida limited partnership, ("Owner"), and the PHASE II DEER CREEK GOLF AND TENNIS RV RESORT PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association (Class I)").

WHEREAS, Owner is the owner of the road commonly known as the Deer Creek Boulevard described in Exhibit G.1 attached hereto, hereinafter referred to as "Boulevard."

WHEREAS, a guardhouse and road have been constructed on the Boulevard connecting the property with the other infrastructure and U.S. Highway 27, and

WHEREAS, the Association (Class I), 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 Boulevard and is agreeable to paying its pro rata share of the cost of maintaining the Boulevard.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars paid to the Owner by the Association (Class I), receipt of which is hereby acknowledged, and the mutual undertakings and promises as set forth herein, the Owner does hereby grant to the Association (Class I), 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 Boulevard more particularly described on Exhibit G.1 attached hereto and made a part hereof.

IT IS FURTHER AGREED between the parties that the Association (Class I) shall pay a pro rata share of the costs of maintaining the guard house, including without limitation the costs of security personnel, and road constructed on the Boulevard described in Exhibit G.1, which pro rata share shall be based on the following ratio: number of Class I Lots (as defined in the Declarations) over the number of total lots in the DEER CREEK GOLF AND TENNIS RV RESORT, Master Plan including Phase I and all future phases or units, as platted in the public records of Polk County, Florida. The Owner agrees to provide an annual statement to the Association (Class I) at least thirty (30) days before an annual meeting of the Association (Class I), or fiscal year end of the Association (Class I), but no earlier than December 1 of any year, wherein it establishes its budget for the costs of maintaining said guard house and road for the forthcoming year and setting forth the Association's (Class I) pro rata share of this cost. The Association (Class I) agrees to pay its pro rata share of the costs of maintaining the easement in advance thirty days from the date of billing. If the Association (Class I) fails to pay its pro rata share of these costs, the Owner shall make written demand on the Association (Class I) for the payment. If the Association (Class I) fails to tender payment within ten days of the written demand, the Owner has the right to refuse the members of

the Association (Class I) access over the Boulevard. The Owner agrees to make available for inspection, at a reasonable time, this budget and the actual costs of maintaining said guard house and road. Any amounts collected by the Owner for payment of costs of maintaining the Boulevard which exceed the actual costs incurred by the Owner shall be applied to the Association's (Class I) assessment for the subsequent year.

IT IS FURTHER AGREED between the parties that in the event the Association (Class I) defaults in its payment under this agreement, the Owner shall have the right to deny the Association's (Class I) members the use of the PRD Property, the Boulevard, and the Class I Access Road (as these terms are defined in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase Two).

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

The 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.

WITNESSES:

DEER CREEK, LTD.

Print Name: _____

BY: _____
LAWRENCE W. MAXWELL, as President
of the Managing General Partner, Deer
Creek, Inc.

Print Name: _____

WITNESSES:

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

Print Name: _____

BY: _____,
as President

Print Name: _____

STATE OF FLORIDA:
COUNTY OF POLK :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Lawrence W. Maxwell, President of Deer

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Creek, Inc., Managing General Partner for Deer Creek, Ltd. named as Owner in the foregoing Association (Class I) Mutual Maintenance Agreement and Easement for Boulevard and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as evidence of identification.

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Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this day of _____, 1996.

My Commission Expires:

NOTARY PUBLIC

Print Name: _____

Commission Number:

STATE OF FLORIDA:
COUNTY OF POLK :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, President of Phase II Deer Creek Golf and Tennis RV Resort Property Owners Association, Inc. and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as evidence of identification.

Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this day of _____, 1996.

My Commission Expires:

NOTARY PUBLIC

Print Name: _____

Commission Number:

Exhibit G.1

Reconveyed

A NON-EXCLUSIVE ACCESS ROAD EASEMENT as recorded in Official Records Book 2533, Page 0058, public records of Polk County, Florida, more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 17, Township 26 South, Range 27 East, Polk County, Florida and run thence South 89°50' 47" West, along the South boundary of said Southwest 1/4 of Section 17, 2635.54 feet to the Easterly right-of-way of U.S. Highway 27, said point being on a curve having a central angle of 09°48'37" and whose radius point lies South 75°48'12" West 4422.18 feet; run thence along said curve and said right-of-way, 757.17 feet; thence North 65°59'34" East, along said right-of-way, 15.00 feet to a point on a curve having a central angle of 02°32'23" and whose radius point lies South 65°59'34" West 4437.18 feet; run thence, along said curve and said right-of-way, 196.70 feet to the Point of Beginning; continue thence, along said curve and said right-of-way, through a central angle of 01°17'29" and whose radius point lies South 63°27'11" West 4437.18 feet thence, along said curve, 100.00 feet; thence North 62°48'27" East 239.88 feet to the beginning of a curve having a central angle of 06°41'37" and whose radius point lies North 27°11'33" West 805.01 feet; thence, along said curve, 94.04 feet; thence North 56°06'50" East 75.57 feet; thence South 33°53'10" East 10.00 feet; thence North 56°06'50" East 202.64 feet to the beginning of a curve having a central angle of 08°50'08" and whose radius point lies North 34°08'41" West 1801.37 feet; thence, along said curve, 277.78 feet; thence North 47°01'11" East 113.93 feet to the beginning of a curve having a central angle of 03°25'15" and whose radius point lies South 42°58'49" East 1435.17 feet; thence, along said curve, 85.69 feet; thence North 50°26'26" East 40.00 feet; thence South 39°33'34" East 80.00 feet; thence South 50°26'26" West 40.00 feet to the beginning of a curve having a central angle of 03°25'15" and whose radius point lies South 39°33'34" East 1355.17 feet; thence, along said curve, 80.91 feet; thence South 47°01'11" West 113.93 feet to the beginning of a curve having a central angle of 08°50'08" and whose radius point lies North 42°58'49" West 1881.37 feet; thence, along said curve, 290.12 feet; thence South 56°06'50" West 172.92 feet; thence South 33°53'10" East 10.00 feet; thence South 56°06'50" West 105.65 feet to the beginning of a curve having a central angle of 06°41'37" and whose radius point lies North 33°53'10" West 905.01 feet; thence, along said curve, 105.73 feet; thence South 62°48'27" West 239.88 feet to the Point of Beginning.

AND

A parcel of land being in Section 17, Township 26 South, Range 27 East, Polk County, Florida and a portion of DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, as recorded in Plat Book 86, Pages 50-51, Public Records of Polk County, Florida, being described as follows:

Begin at the southeasterly corner of DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B), as recorded in Plat Book 96, Pages 29 - 30, Public Records of Polk County, Florida; said point also being the northwesterly corner of aforesaid DEER CREEK GOLF AND TENNIS RESORT (PHASE TWO); thence North 50°26'26" East along the north line of said PHASE TWO,

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62.98 feet to the point of curvature of a curve to the right having a radius of 999.27 feet, a central angle of $13^{\circ}23'30''$, a chord distance of 233.03 feet and a chord bearing of North $57^{\circ}08'11''$ East; thence northeasterly along the arc of said curve and said north line of PHASE TWO, 233.56 feet; thence North $61^{\circ}59'23''$ East, 115.82 feet; thence North $60^{\circ}17'56''$ East, 115.00 feet to the northerly projection of the east line of said PHASE TWO; thence South $29^{\circ}42'04''$ East along said northerly projection and said east line, 80.00 feet; thence South $60^{\circ}17'56''$ West, 115.00 feet; thence South $62^{\circ}00'59''$ West, 122.36 feet to the northeast corner of DEER CREEK GOLF AND TENNIS RV RESORT (PHASE ONE), as recorded in Plat Book 83, Pages 42 - 43, Public Records of Polk County, Florida, said corner being on a curve to the left having a radius of 919.27 feet, a central angle of $13^{\circ}17'28''$, a chord distance of 212.77 feet, and a chord bearing of South $57^{\circ}05'10''$ West; thence southwesterly along the arc of said curve and northerly line of said DEER CREEK GOLF AND TENNIS RESORT (PHASE ONE) 213.24 feet to the point of tangency; thence South $50^{\circ}26'26''$ West, 62.98 feet to the southeast corner of an access road easement as recorded in Official Records Book 2533, Page 0058, Public Records of Polk County, Florida; thence North $39^{\circ}33'34''$ West along the east line of said access road easement, 80.00 feet to the Point of Beginning. Said parcel containing 0.96 acres, more or less.

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Exhibit H

**ASSOCIATION (CLASS A) MUTUAL MAINTENANCE
AGREEMENT AND EASEMENT FOR BOULEVARD**

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This Agreement is made this ___ day of _____, 1996, by and between DEER CREEK, LTD., a Florida limited partnership, ("Owner"), and the PHASE II DEER CREEK GOLF AND TENNIS RV RESORT PROPERTY OWNERS (CLASS A) ASSOCIATION, INC., a Florida not for profit corporation ("Association (Class A)").

WHEREAS, Owner is the owner of the road commonly known as the Deer Creek Boulevard described in Exhibit H.1 attached hereto, hereinafter referred to as "Boulevard."

WHEREAS, a guard house and road have been constructed on the Boulevard connecting the property with the other infrastructure and U.S. Highway 27, and

WHEREAS, the Association (Class A), 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 Boulevard and is agreeable to paying its pro rata share of the cost of maintaining the Boulevard.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars paid to the Owner by the Association (Class A), receipt of which is hereby acknowledged, and the mutual undertakings and promises as set forth herein, the Owner does hereby grant to the Association (Class A), 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 Boulevard more particularly described on Exhibit H.1 attached hereto and made a part hereof.

IT IS FURTHER AGREED between the parties that the Association (Class A) shall pay a pro rata share of the costs of maintaining the guard house, including without limitation the cost of security personel, and road constructed on the Boulevard described in Exhibit H.1, which pro rata share shall be based on the following ratio: number of Class A Lots (as defined in the Declarations) over the number of total lots in the DEER CREEK GOLF AND TENNIS RV RESORT, Master Plan including Phase I and all future phases or units, as platted in the public records of Polk County, Florida. The Owner agrees to provide an annual statement to the Association (Class A) at least thirty (30) days before an annual meeting of the Association (Class A), or fiscal year end of the Association (Class A), but no earlier than December 1 of any year, wherein it establishes its budget for the costs of maintaining said guard house and road for the forthcoming year and setting forth the Association's (Class A) pro rata share of this cost. The Association (Class A) agrees to pay its pro rata share of the costs of maintaining the easement in advance thirty days from the date of billing. If the Association (Class A) fails to pay its pro rata share of these costs, the Owner shall make written demand on the Association (Class A) for the payment. If the Association (Class A) fails to tender payment within ten days of the written demand, the Owner has the right to refuse the members of the Association (Class A) access over the Boulevard. The Owner agrees to make

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available for inspection, at a reasonable time, this budget and the actual costs of maintaining said guard house and road. Any amounts collected by the Owner for payment of costs of maintaining the Boulevard which exceed the actual costs incurred by the Owner shall be applied to the Association's (Class A) assessment for the subsequent year.

IT IS FURTHER AGREED between the parties that in the event the Association (Class A) defaults in its payment under this agreement, the Owner shall have the right to deny the Association's (Class A) members the use of the PRD Property and the Boulevard (as these terms are defined in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase Two).

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

The 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.

WITNESSES:

DEER CREEK, LTD.

Print Name: _____

BY: _____
LAWRENCE W. MAXWELL, as President
of the Managing General Partner, Deer
Creek, Inc.

Print Name: _____

WITNESSES:

PHASE II DEER CREEK GOLF AND TENNIS
RV RESORT PROPERTY OWNERS (CLASS A)
ASSOCIATION, INC.

Print Name: _____

BY: _____,
as President

Print Name: _____

STATE OF FLORIDA:
COUNTY OF POLK :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Lawrence W. Maxwell, President of Deer Creek, Inc., Managing General Partner for Deer Creek, Ltd. named as Owner in the foregoing

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Association (Class A) Mutual Maintenance Agreement and Easement for Boulevard and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as evidence of identification.

Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this ____ day of _____, 1996.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

Commission Number:

STATE OF FLORIDA:
COUNTY OF POLK :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, President of Phase II Deer Creek Golf and Tennis RV Resort Property Owners (Class A) Association, Inc. and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as evidence of identification.

Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this ____ day of _____, 1996.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

Commission Number:

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Exhibit H.1

Boulevard

A NON-EXCLUSIVE ACCESS ROAD EASEMENT as recorded in Official Records Book 2533, Page 0058, public records of Polk County, Florida, more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 17, Township 26 South, Range 27 East, Polk County, Florida and run thence South 89°50'47" West, along the South boundary of said Southwest 1/4 of Section 17, 2635.54 feet to the Easterly right-of-way of U.S. Highway 27, said point being on a curve having a central angle of 09°48'37" and whose radius point lies South 75°48'12" West 4422.18 feet; run thence along said curve and said right-of-way, 757.17 feet; thence North 65°59'34" East, along said right-of-way, 15.00 feet to a point on a curve having a central angle of 02°32'23" and whose radius point lies South 65°59'34" West 4437.18 feet; run thence, along said curve and said right-of-way, 196.70 feet to the Point of Beginning; continue thence, along said curve and said right-of-way, through a central angle of 01°17'29" and whose radius point lies South 63°27'11" West 4437.18 feet thence, along said curve, 100.00 feet; thence North 62°48'27" East 239.88 feet to the beginning of a curve having a central angle of 06°41'37" and whose radius point lies North 27°11'33" West 805.01 feet; thence, along said curve, 94.04 feet; thence North 56°06'50" East 75.57 feet; thence South 33°53'10" East 10.00 feet; thence North 56°06'50" East 202.64 feet to the beginning of a curve having a central angle of 08°50'08" and whose radius point lies North 34°08'41" West 1801.37 feet; thence, along said curve, 277.78 feet; thence North 47°01'11" East 113.93 feet to the beginning of a curve having a central angle of 03°25'15" and whose radius point lies South 42°58'49" East 1435.17 feet; thence, along said curve, 85.69 feet; thence North 50°26'26" East 40.00 feet; thence South 39°33'34" East 80.00 feet; thence South 50°26'26" West 40.00 feet to the beginning of a curve having a central angle of 03°25'15" and whose radius point lies South 39°33'34" East 1355.17 feet; thence, along said curve, 80.91 feet; thence South 47°01'11" West 113.93 feet to the beginning of a curve having a central angle of 08°50'08" and whose radius point lies North 42°58'49" West 1881.37 feet; thence, along said curve, 290.12 feet; thence South 56°06'50" West 172.92 feet; thence South 33°53'10" East 10.00 feet; thence South 56°06'50" West 105.65 feet to the beginning of a curve having a central angle of 06°41'37" and whose radius point lies North 33°53'10" West 905.01 feet; thence, along said curve, 105.73 feet; thence South 62°48'27" West 239.88 feet to the Point of Beginning.

AND

A parcel of land being in Section 17, Township 26 South, Range 27 East, Polk County, Florida and a portion of **DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO**, as recorded in Plat Book 86, Pages 50-51, Public Records of Polk County, Florida, being described as follows:

Begin at the southeasterly corner of **DEER CREEK GOLF AND TENNIS RV RESORT (PHASE THREE-B)**, as recorded in Plat Book 96, Pages 29 - 30, Public Records of Polk County, Florida; said point also being the northwesterly corner of aforesaid **DEER CREEK GOLF AND TENNIS RESORT (PHASE TWO)**; thence North 50°26'26" East along the north line of said **PHASE TWO**,

62.98 feet to the point of curvature of a curve to the right having a radius of 999.27 feet, a central angle of $13^{\circ}23'30''$, a chord distance of 233.03 feet and a chord bearing of North $57^{\circ}08'11''$ East; thence northeasterly along the arc of said curve and said north line of PHASE TWO, 233.56 feet; thence North $61^{\circ}59'23''$ East, 115.00 feet; thence North $60^{\circ}17'56''$ East, 115.00 feet to the northerly projection of the east line of said PHASE TWO; thence South $29^{\circ}42'04''$ East along said northerly projection and said east line, 80.00 feet; thence South $60^{\circ}17'56''$ West, 115.00 feet; thence South $62^{\circ}00'59''$ West, 122.36 feet to the northeast corner of DEER CREEK GOLF AND TENNIS RV RESORT (PHASE ONE), as recorded in Plat Book 83, Pages 42 - 43, Public Records of Polk County, Florida, said corner being on a curve to the left having a radius of 919.27 feet, a central angle of $13^{\circ}17'28''$, a chord distance of 212.77 feet, and a chord bearing of South $57^{\circ}05'10''$ West; thence southwesterly along the arc of said curve and northerly line of said DEER CREEK GOLF AND TENNIS RESORT (PHASE ONE) 213.24 feet to the point of tangency; thence South $50^{\circ}26'26''$ West, 62.98 feet to the southeast corner of an access road easement as recorded in Official Records Book 2533, Page 0058, Public Records of Polk County, Florida; thence North $39^{\circ}33'34''$ West along the east line of said access road easement, 80.00 feet to the Point of Beginning. Said parcel containing 0.96 acres, more or less.

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Exhibit I

**ASSOCIATION (CLASS I) MUTUAL MAINTENANCE
AGREEMENT AND EASEMENT FOR CLASS I ACCESS ROAD**

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This Agreement is made this ___ day of _____, 1996, by and between DEER CREEK, LTD., a Florida limited partnership ("Owner"), and the PHASE II DEER CREEK GOLF AND TENNIS RV RESORT PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association (Class I)").

WHEREAS, Owner is the owner of property over which an easement to the Class I Lots (defined in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase Two recorded at Official Records Book _____, beginning at Page _____, Public Records of Polk County, Florida ("Declarations")) from the Boulevard (as defined in the Declarations) will be located ("Class I Access Road."); and

WHEREAS, a road will be constructed connecting the Class I Lots with the Deer Creek Boulevard ("Boulevard"), and

WHEREAS, the Association (Class I), as an association of property owners in the DEER CREEK GOLF AND TENNIS RV RESORT MASTER PLAN, desires a means of permanent access over the Class I Access Road and is agreeable to paying its pro rata share of the cost of maintaining the Class I Access Road.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars paid to the Owner by the Association (Class I), receipt of which is hereby acknowledged, and the mutual undertakings and promises as set forth herein, the Owner does hereby grant to the Association (Class I), 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 Class I Lots and the Boulevard, said Class I Access Road more particularly described on Exhibit I.1 attached hereto and made a part hereof.

IT IS FURTHER AGREED between the parties that the Association (Class I) shall pay a pro rata share of the costs of maintaining the road constructed on the Class I Access Road described in Exhibit I.1, which pro rata share shall be based on the following: prorata percentage of use of the Class I Access Road as determined by the Owner in its sole but reasonable discretion. The Owner agrees to provide an annual statement to the Association (Class I) at least thirty (30) days before an annual meeting of the Association (Class I), or fiscal year end of the Association (Class I), but no earlier than December 1 of any year, wherein it establishes its budget for the costs of maintaining said road for the forthcoming year and setting forth the Association's (Class I) pro rata share of this cost. The Association (Class I) agrees to pay its pro rata share of the costs of maintaining the easement in advance thirty days from the date of billing. If the Association (Class I) fails to pay its pro rata share of these costs, the Owner shall make written demand on the Association (Class I) for

the payment. If the Association (Class I) fails to tender payment within ten days of the written demand, the Owner has the right to refuse the members of the Association (Class I) access over the Class I Access Road. The Owner agrees to make available for inspection, at a reasonable time, this budget and the actual costs of maintaining said road. Any amounts collected by the Owner for payment of costs of maintaining the Road which exceed the actual costs incurred by the Owner shall be applied to the Association's (Class I) assessment for the subsequent year.

IT IS FURTHER AGREED between the parties that in the event the Association (Class I) defaults in its payment under this agreement, the Owner shall have the right to deny the Association's (Class I) members the use of the PRD Property, the Boulevard, and the Class I Access Road (as these terms are defined in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase Two).

IT IS FURTHER AGREED between the parties that the Owner shall have the right, upon ten (10) days written notice to the Association (Class I), to determine a relocation of the Class I Access Road and corresponding easement in Owner's sole and absolute discretion as long as a road and corresponding easement providing ingress and egress to the Class I Lots from the Boulevard is provided to the Association (Class I). The Owner shall bear the expenses of relocating, changing, or modifying the Class I Access Road and corresponding easement. Upon relocation, change, or modification of the Class I Access Road, this easement shall be null and void and of no force and effect and Owner will execute and record a new Amended and Restated Easement for the Class I Access Road describing the new easement area which will also be executed by the Association (Class I). If the Association (Class I) fails to sign, Owner is appointed as the Association's (Class I) attorney-in-fact to execute the Amended and Restated Easement for the Class I Access Road. This attorney-in-fact is coupled with an interest and is irrevocable.

The rights, privileges, benefits and burdens set forth in the agreement shall be binding on the successors and assigns of each of the parties hereto and is binding on the members of the Association (Class I).

The 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.

WITNESSES:

DEER CREEK, LTD.

Print Name: _____

BY: _____
LAWRENCE W. MAXWELL, as President
of the Managing General Partner, Deer
Creek, Inc.

Print Name: _____

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WITNESSES:

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

Print Name: _____

BY: _____
Lawrence W. Maxwell, as President

Print Name: _____

**STATE OF FLORIDA:
COUNTY OF POLK :**

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Lawrence W. Maxwell, President of Deer Creek, Inc., Managing General Partner for Deer Creek, Ltd. named as Owner in the foregoing Association (Class I) Mutual Maintenance Agreement and Easement for Class I Access Road, and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as evidence of identification.

Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this ____ day of _____, 1996.

My Commission Expires:

NOTARY PUBLIC
Print Name: _____

Commission Number:

**STATE OF FLORIDA:
COUNTY OF POLK :**

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, President of

Phase II Deer Creek Golf and Tennis RV Resort Property Owners Association, Inc. and that he acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said Corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as evidence of identification.

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Witness my hand and official seal at Lakeland, County of Polk and State of Florida, this _____ day of _____, 1996.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

Commission Number:

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Exhibit L1

Class I Access Road

A parcel of land being in Section 17 and 18, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 17; thence South 89°50'47" West along the south line of said Section 17, a distance of 2461.37 feet; thence North 00°05'09" West, 25.00 feet; thence North 89°50'47" East, 10.00 feet to the Point of Beginning; thence continue North 89°50'47" East, 50.00 feet; thence North 00°05'09" West, 158.67 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of 14°52'39", a chord distance of 77.68 feet, and a chord bearing of North 07°21'10" East; thence northeasterly along the arc of said curve 77.90 feet to the point of reverse curvature of a curve to the left having a radius of 350.00 feet, a central angle of 25°50'25", a chord distance of 156.52 feet, and a chord bearing of North 01°52'17" East; thence northeasterly along the arc of said curve 157.85 feet to the point of tangency; thence North 11°02'56" West, 377.04 feet to the point of curvature of a curve to the left having a radius of 350.00 feet, a central angle of 19°55'28", a chord distance of 121.10 feet, and a chord bearing of North 21°00'40" West; thence northwesterly along the arc of said curve 121.71 feet to the point of tangency; thence North 30°58'24" West, 182.44 feet to the point of curvature of a curve to the right having a radius of 35.00 feet, a central angle of 87°05'14", a chord distance of 48.22 feet, and a chord bearing of North 12°34'13" East; thence northeasterly along the arc of said curve 53.20 feet to the southerly line of an Access Road Easement as recorded in Official Records Book 2533, Page 0058, Public Records of Polk County, Florida; thence South 56°06'50" West, 76.19 feet to the point of curvature of a curve to the right having a radius of 905.01 feet, a central angle of 02°40'38", a chord distance of 42.29 feet, and a chord bearing of South 57°27'09" West; thence southwesterly along the arc of said curve and said southerly line 42.29 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 90°14'08", a chord distance of 49.60 feet, and a chord bearing of South 76°05'28" East; thence southeasterly along the arc of said curve 55.12 feet to the point of tangency; thence South 30°58'24" East, 177.36 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of 19°55'28", a chord distance of 103.80 feet, and a chord bearing of South 21°00'40" East; thence southeasterly along the arc of said curve 104.32 feet to the point of tangency; thence South 11°02'56" East, 377.04 feet to the point of curvature of a curve to the right having a radius of 300.00 feet, a central angle of 25°50'26", a chord distance of 134.16 feet, and a chord bearing of South 01°52'17" West; thence southerly along the arc of said curve 135.30 feet to the point of reverse curvature of a curve to the left having a radius of 350.00 feet, a central angle of 14°52'39", a chord distance of 90.63, and a chord bearing of South 07°21'10" West; thence southerly along the arc of said curve 90.88 feet to the point of tangency; thence South 00°05'09" East, 158.72 feet; to the Point of Beginning. Said parcel containing 1.27 acres, more or less.

AND

A parcel of land being in Section 17, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 17; thence South 89°50'47" West along the south line of said Section 17, a distance of 2461.37 feet; thence North 00°05'09" West, 25.00 feet; thence North 89°50'47" East, 60.00 feet to the Point of Beginning; thence North 00°05'09" West, 40.00 feet; thence North 89°50'47" East and parallel with said south line, 275.08 feet to the west line of DEER CREEK GOLF AND TENNIS RV RESORT PHASE TWO, as recorded in Plat Book 86, Pages 50 - 51, Public Records of Polk County, Florida; thence South 00°09'13" East along said west line, 40.00 feet to the southwest corner of said DEER CREEK GOLF AND TENNIS RV RESORT (PHASE TWO); thence South 89°50'47" West and parallel with aforesaid south line of Section 17, a distance of 275.13 feet to the Point of Beginning. Said parcel containing 11004 square feet, more or less.

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