

This Instrument was Prepared by, and After Recording Return to:
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(Recording Data Above)

**AMENDMENT
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO**

This is an Amendment ("Amendment") to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase Two, recorded August 23, 1996, in Official Records Book 3721, Page 2100, Public Records of Polk County, Florida (the "Declaration") and is made by Deer Creek, Ltd., a Florida limited partnership ("Declarant"), successor in interest to Citation Partnership, an Arizona general partnership.

RECITALS

A. The defined terms which are used in this Amendment will have the meanings in this Amendment ascribed to such terms as set forth in the Declaration, except to the extent modified or amended by this Amendment.

B. This Amendment is solely with respect to Class I Lots, Class I Amenities, Class I UDI Owners and Association (Class I) and shall not affect any other lots, amenities, owners or associations.

C. This Amendment is made pursuant to the authority reserved pursuant to paragraph 2 of Section A of Article IX of the Declaration because Declarant continues to retain a right to create additional phases of Deer Creek Golf and Tennis RV Resort.

NOW THEREFORE, in consideration of the foregoing Recitals, the provisions hereinafter set forth and pursuant to the authority reserved by the Declarant, the following amendments are made to the Declaration:

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1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Amendment by this reference and made a part hereof.

2. Fourteen-Day In, Seven-Day Out Rule. Paragraph 3 of Section A of Article II of the Declaration is amended to provide that, to the extent not otherwise prohibited by law, the Association (Class I) may establish by rule as part of a reservation and use of the Class I Lots a procedure permitting a Class I UDI Owner to utilize a Class I Lot beyond the fourteen (14) consecutive days (i.e. during the seven (7) days such Class I UDI Owner is required to vacate the Class I Lots), provided that there are an adequate number of vacant Class I Lots at such time to assure that there are sufficient Class I Lots available for use by other Class I UDI Owners and provided further that during such seven-day period such Class I UDI Owner pays rent for the use of such Class I Lot in accordance with rules and regulations established by the Association (Class I). Declarant expresses no legal opinion and provides no warranty, guaranty, representation or statement regarding the legality or enforceability of the reservation and use of the Class I Lots as described in this Section 2 of this Amendment.

3. Approval of Management Agent. Paragraph 4 of Article IV of the Declaration is amended to provide that Declarant's approval of the Management Agent shall not be unreasonably withheld, delayed or conditioned.

4. Boulevard. Class I UDI Owners only utilize that portion of the Boulevard lying between U.S. Highway 27 and the entrance to the Class I Access Road as recently relocated and do not utilize the guard house. Therefore, Class I UDI Owners and the Class I Association will only be obligated to pay its prorata share of the cost of maintenance of the Boulevard from U.S. Highway 27 to the entrance to the Class I Access Road and shall have no obligation to pay any share of the costs of the guard house or maintenance of the Boulevard easterly of the entrance to the Class I Access Road; and the provisions of the Association (Class I) Mutual Maintenance Agreement and Easement For Boulevard recorded August 23, 1996, in Official Records Book 3721, Page 2090, Public Records of Polk County, Florida are hereby amended accordingly.

5. PRD Property. Concurrently herewith Declarant and Association (Class I) have entered into an Agreement terminating that certain Association (Class I) Mutual Maintenance Agreement and Easement For PRD Property recorded August 23, 1996, in Official Records Book 3721, Page 2095, Public Records of Polk County, Florida (the "PRD Property Agreement"). Certain rights were created by the PRD Property Agreement and are referenced in Article V of the Declaration. By its joinder in this Agreement, the Association (Class I) hereby agrees that the right of use by the Class I UDI Owners under paragraph (a) of paragraph 1 of Article V to use the PRD Property has been relinquished. In addition, Declarant releases the Class I UDI Owners from any obligation to pay the Annual Maintenance Fee for the use of the PRD Property as specified in paragraph 2 of Article V of the Declaration and the Class I UDI Owners and the Association (Class I) are released from the payment of any Annual Maintenance Fees now or hereafter due and payable or accrued for any period of time.

6. Declarant's Easement Rights. Paragraph 1 of Article VII of the Declaration is amended to provide that the Declarant may not exercise Declarant's rights under such paragraph in any manner which would adversely impact the rights granted to the Class I UDI Owners in and to the Class I Lots and the Class I Amenities, and in particular no improvements may be


made which would interfere with the continued free and unrestricted utilization of the Class I Lots and Class I Amenities by the Class I UDI Owners, including all sites, roads, facilities and other improvements presently existing on the Class I Lots and the Class I Amenities, and any Class I Amenities which may be constructed after the date of this Amendment.

7. Amendment. As provided in paragraph 2 of Section A of Article IX of the Declaration, Declarant has reserved the right to amend the Declaration during such time as Declarant has retained a right to create additional phases of Deer Creek Golf and Tennis RV Resort. However, from and after the date of this Amendment, Declarant shall not have any right to amend the Declaration with respect to any rights or provisions affecting or with respect to the Class I Lots, the Class I Amenities, the Class I UDI Owners, the Class I Accommodation, Class I Common Furnishings or the Association (Class I) Access Road without the joinder and consent of the Association (Class I) acting through its Board of Directors. Furthermore, the Association (Class I) shall have the right to amend the Declaration, but solely with respect to the provisions relating to the Class I Lots, the Class I Amenities and the Class I UDI Owners, provided that such amendment is approved by not less than two-thirds of the Class I UDI Owners and, so long as Declarant owns at least one-third of the Undivided Interests or retains a right to create additional phases of Deer Creek Golf & Tennis RV Resort in the master plan, is approved by the Declarant, which approval shall not be unreasonably withheld, delayed or conditioned. For purposes of such amendment, Class I UDI Owners shall mean those Class I UDI Owners who are current and in good standing in payment of their assessments to the Association (Class I). Such an amendment by the Association (Class I) may be made by a written document duly recorded in the Public Records of Polk County, Florida with the certification by the President of the Association (Class I) that the requisite two-thirds of the Class I UDI Owners have approved such amendment and, to the extent required as set forth herein, the joinder and consent of the Declarant. In no event shall any such amendment by the Association (Class I) change the nature, use and purpose of the Class I Lots as specified in paragraph 1 and paragraph 4 of Section A of Article II of the Declaration.

8. Other Provisions. All of the other terms, conditions and provisions of the Declaration remain in full force and effect and unamended.

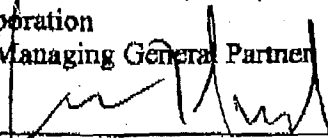
Signed by Declarant this 7 day of December, 2005.

Signed in the presence of the following two witnesses:


Print Name: Randi Stevens


Print Name: SHARON L. CRUBBS

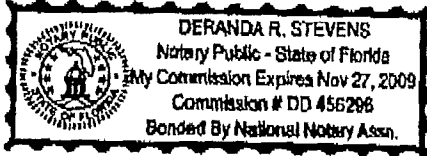
DEER CREEK, LTD., a Florida
limited partnership
By DEER CREEK, INC., a Florida
corporation
Its Managing General Partner

By: 
Lawrence T. Maxwell, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 7 day of December, 2005, by Lawrence T. Maxwell as President of Deer Creek, Inc., a Florida corporation, the Managing General Partner of Deer Creek, Ltd., a Florida limited partnership, on behalf of such partnership, who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.

(AFFIX NOTARY SEAL)



Deranda R. Stevens
Notary Public, State at Large
Print Name: _____
My commission expires: _____

JOINDER AND CONSENT

The undersigned, DEER CREEK PHASE II U.D.I.P.O.A. CLASS I, INC., a Florida not-for-profit corporation, hereby joins in and consents to all of the provisions of this Amendment.

Dated this 30th day of November, 2005.

Signed in the presence of the following two witnesses:

Mary F Estaris
Print Name: MARY F ESTARIS

Maria T Pierlas
Print Name: MARIA T. PIERLAS

DEER CREEK PHASE II U.D.I.P.O.A. CLASS I, INC.

By: Donald J Gibbs, Sr.
Donald J. Gibbs, Sr., President

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 30th day of November 2005, by Donald J. Gibbs, Sr. as President of Deer Creek Phase II U.D.I.P.O.A. CLASS I, INC., a Florida not-for-profit corporation, on behalf of such corporation, who is personally known to me or who has produced a _____ driver's license as identification and who did not take an oath.

(AFFIX NOTARY SEAL)

Linda N. Kelly
Notary Public, State at Large
Print Name: Linda N. Kelly
My commission expires: Sept 15, 2007

