

27
REGAL POINT HOA
995 DEER CROOK BLVD
DAVENPORT, FL 33837

INSTR # 2014125503
20 8298 Pgs 450-451 PG 451
RECORDED 07/22/2014 01:46:55 PM

STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEE \$18.50
RECORDED BY debonol

EIGHTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS OF DEER CREEK GOLF & TENNIS RV RESORT [REGAL POINTE] HOMEOWNERS' ASSOCIATION, INC.

This Eighth Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort [Regal Pointe] Homeowners' Association, Inc ("Eighth Amendment") is made effective this 18th day of July, 2014, by Deer Creek RV Golf & Country Club, Inc., a Florida Not for Profit Corporation ("Declarant").

RECITALS:

WHEREAS, Declarant has recorded the Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III – C and D [Regal Pointe] in Official Records Book 6102, Page 1, a First Amendment thereto in Official Records Book 6104, Page 1458, a Second Amendment thereto in Official Records Book 6313, Page 1250, a Third Amendment thereto in Official Records Book 6420, Page 406, a Fourth Amendment thereto in Official Records Book 6677, Page 1, a Corrective Fourth Amendment thereto in Official Records Book 6688, Page 1223, a Fifth Amendment thereto in Official Records Book 7559, Page 666, a Sixth Amendment thereto in Official Records Book 7999, Page 737, and a Seventh Amendment thereto in Official Records Book 9200, Page 820, all in the public records of Polk County, Florida (collectively, "Declaration").

WHEREAS, the Declaration provides in pertinent part that the Declarant has the right, in its sole discretion, by an instrument filed of record, to unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of the Declaration, and any recorded exhibit thereto.

NOW THEREFORE, Declarant amends and modifies the Declaration as follows:

1. The foregoing recitals are true and correct and by this reference are incorporated into the body of this Eighth Amendment.
2. Except as expressly modified herein, all other terms and conditions of the Declaration shall continue to be in full force and effect.
3. Section 3.6 of the Declaration is amended to add the following: **[Manager reserves the right of unobstructed and open access without limitation to all utilities and cutoffs, water, sewer, electric lines, water distribution lines, waste water collection lines, storm water drainage, retention or detention, waste water distribution lines (e.g. gray water), cable and satellite television lines, telephone and telegraph lines, all as declarant deems necessary or desirable for the public health and welfare or for the benefit of the Declarant. If access to said utilities is obstructed by property improvements by Lot Owner, requiring and resulting in damage to said improvements, Manager is not responsible and shall have no obligation to compensate the Owner.]**

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4. **Section 4.7 of the Declaration** is amended and restated in its entirety as follows:
Section 4.7 The monthly charge for services described in this Paragraph 4 shall be due and payable monthly on the first day of each month and said charges will continue from month to month whether or not said Lot is vacant or occupied. If a Lot Owner fails to make such payment by the [10th] day of the month, the Lot Owner shall be liable for and shall immediately pay to Manager [a \$25.00 monthly late fee. After 30 days late fees will continue to accrue at the rate of \$25.00 per month until all fees are paid.]

Whereas, Deer Creek RV Golf & Country Club, Inc. ("Declarant") is desirous of amending Sections 3.6 and 4.7 of the above mentioned Declarations; and

Whereas, Deer Creek RV Golf & Country Club, Inc. ("Declarant") has authority to amend the Declaration as described in Section 11.10 of the Declarations of Regal Pointe;

Now Therefore, Deer Creek RV Golf & Country Club, Inc. ("Declarant") does by these presents, hereby declare Sections 3.6 and 4.7 as enumerated above, amended.

IN WITNESS WHEREOF, Deer Creek RV Golf & Country Club, Inc. ("Declarant") has hereunto set its seal this 18 day of July, 2014.

WITNESS:

DEER CREEK RV GOLF & COUNTRY CLUB, INC.
A Florida Not For Profit Corporation

MELANIE L. STOIA

Print Name

STATE OF FLORIDA

COUNTY OF POLK



By: John Newsome

President of the Corporation

Deer Creek RV Golf & Country Club, Inc.

The foregoing instrument was acknowledged before me this 18 day of July, 2014, by

JOHN NEWSOME as President, who is personally known to me.