

INSTR # 2009188857
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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
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This Instrument Prepared By
& Requested Be Returned To:
Craig B. Hill, Esquire
Clark, Campbell, Mawhinney & Lancaster, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801

**SIXTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS
OF
DEER CREEK GOLF & TENNIS RV RESORT
[REGAL POINTE]**

This Sixth Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort [Regal Pointe] ("Sixth Amendment") is made effective this 15th day of October, 2009, by DEER CREEK, LTD., a Florida limited partnership ("Declarant").

RECITALS

WHEREAS, Declarant is the developer of the Community, and in connection therewith has recorded that certain Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort [Regal Pointe] in Official Records Book 6102, Page 1, as amended by that certain First Amendment thereto in Official Records Book 6104, Page 1458, as further amended by that certain Second Amendment thereto in Official Records Book 6313, Page 1250, as further amended by that certain Third Amendment thereto in Official Records Book 6420, Page 406, as further amended by that certain Fourth Amendment thereto in Official Records Book 6677, Page 1, as further amended by a Corrective Fourth Amendment thereto in Official Records Book 6688, Page 1223, and as further amended by a Fifth Amendment thereto in Official Records Book 7559, Page 666, all in the Public Records of Polk County, Florida (collectively, "Declaration"); and

WHEREAS, Section 11.10 of the Declaration provides in pertinent part that Declarant may, in its sole discretion, by an instrument filed of record in Polk County, Florida, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of the Declaration, and any recorded exhibit thereto; and

WHEREAS, Declarant desires to amend and modify the Declaration for the purposes as set forth herein, and this Sixth Amendment shall relate back to the date of recording of the Declaration; and

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

1. Initially capitalized terms herein shall have the meaning ascribed thereto in the Declaration, unless otherwise defined herein.
2. The foregoing recitals are true and correct and by this reference incorporated into the body of this Sixth Amendment.
3. Section 4.9 of the Declaration is amended to add the following:

Sale or transfer of any Lot shall not affect the lien for the monthly charge/assessment described in Section 4.3, the management fee described in Section 4.4, the PRD and Boulevard Annual Maintenance Fee described in Section 4.8, or any other assessments or charges as set forth in this Declaration. No sale or transfer shall relieve such Lot from liability for any assessments, charges or fees thereafter becoming due or from the lien thereof. First mortgagees acquiring title as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, shall be liable for unpaid fees, assessments and charges as expressly set forth below in this Section 4.9. Except as otherwise provided by Florida law as amended from time to time, if a first mortgagee acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such mortgagee's liability for the unpaid assessments or charges, including, without limitation, the monthly charge/assessment described in Section 4.3, the management fee described in Section 4.4, or the PRD and Boulevard Annual Maintenance Fee described in Section 4.8, that accrued or came due before such mortgagee's acquisition of title, shall be the lesser of: (a) the Lot's unpaid common expenses and assessments or charges that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Declarant; or (b) one percent of the original mortgage debt. The limitations on first mortgagee liability as set forth above in this Section 4.9 apply only if such first mortgagee filed suit against the Owner and initially joined the Declarant as a defendant in the mortgagee foreclosure action. However, joinder of the Declarant is not required if, on the date the complaint is filed, the Declarant was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee. Any unpaid assessments or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, prorata, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his, her or its ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.

4. Section 7.3 Creation of the Lien and Personal Obligation of Assessment of the Declaration is amended to delete the following sentence:

The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

5. Section 7.12 Subordination of Lien to Mortgage of the Declaration is amended and restated in its entirety as follows:

The lien of the Association assessments provided for in Article 7 of this Declaration, including, without limitation, Section 7.3, shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the Association assessment lien. No sale or transfer shall relieve such Lot from liability for any Association assessments thereafter becoming due or from the lien thereof. First mortgagees acquiring title as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, shall be liable for unpaid Association expenses as expressly set forth below in this Section 7.12. Except as otherwise provided by Florida law as amended from time to time, if a first mortgagee acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such mortgagee's liability for the unpaid Association assessments that accrued or came due before such mortgagee's acquisition of title, shall be the lesser of: (a) the Lot's unpaid common expenses and Association assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) one percent of the original mortgage debt. Any unpaid Association assessments or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, prorata, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his, her or its ownership, be excused from the payment of any Association assessments or charges coming due during the period of such ownership. The limitations on first mortgagee liability as set forth above in this Section 7.12 apply only if such first mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. However, joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

6. Except as expressly modified and amended herein, the Declaration shall remain unchanged and in full force and effect.

SIGNATURE PAGE FOLLOWS:

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IN WITNESS WHEREOF, Deer Creek, Ltd., a Florida limited partnership, hereby executes this Sixth Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort [Regal Pointe] effective as of the day and year first set forth above.

"DEED GRANT"

Witnesses:

[Signature]
Name: Brandi B. Spence

[Signature]
Name: Scott Owens

DEER CREEK, LTD., a Florida limited partnership
By: Deer Creek, Inc., a Florida corporation, its general partner

By: [Signature]
Mark E. Schreiber, its Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15th day of October, 2009, by Mark E. Schreiber, as Vice President of Deer Creek, Inc., a Florida corporation, the general partner of Deer Creek, Ltd., a Florida limited partnership. He is personally known to me or did produce as identification.



DAVID SCOTT OWENS
MY COMMISSION # 00 68133
EXPIRES: August 23, 2011
Booked This Deed/Notary Card

[Signature]
Notary Public, State of Florida
DAVID SCOTT OWENS
Print Name

(SEAL)

1:CENTURYVDEER CREEK/Regal Pointe/Declaration/Sixth Amendment Declaration 10-1-2009

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I hereby certify that the foregoing is a true copy of the record in my office this day, Oct 21, 2009. Redacted ___ Unredacted/law X
Richard M. Weiss, Clerk of Court Polk County, Florida
By: [Signature] Deputy Clerk