

REGAL POINTE

DECLARATIONS AND COVENANTS

WITH ATTACHMENTS

AMENDMENT 4

AMENDMENT 5

AMENDMENT 6

CLOTHESLINES

MANAGERS CLARIFICATION

MANAGERS AMENDMENTS

CAR DOLLYS

LAST UPDATED:

10/10

The following items are understood in regard to the Declarations and Covenants and the Customer has received a copy of Covenants:

1. Section 2.6 (which pertains only to Osprey Point, Partridge Pines and Regal Ridge)- Purchaser shall have the right to have a RV Park Model and Motorhome or Travel Trailer which adheres to the guidelines as set forth in the Declaration.
2. Section 2.1A – Purchaser shall be allowed these items as long as they fit the criteria listed.
3. Section 2.7 – shall be 5 feet instead of the 15 feet as stated.
4. Section 2.9 – A small Direct TV or Dish (brand name) such as the small RCA dishes for reception of television and the Internet will be permitted on the lot.
5. Section 2.16 – Purchaser shall have the right to place a “For Sale” sign on property of the same size of those of Deer Creek if in the future they so desire. Prohibited in Regal Pointe.
6. Section 2.18 – Two passenger type automobiles may be parked on the lot in addition to the Motorhome. Vehicles must be parked on concrete.

Signed: X _____ Date _____

X _____ Date _____

BK 06102 PGS 0001-0064 PG(s)64
RECORDED 03/01/2005 11:02:51 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 545.50
RECORDED BY J Ford

R.
CLARK, CAMPBELL, MAWHINNEY PA
P O BOX 24627
500 SOUTH FLORIDA AVE, STE 800
LAKELAND, FL 33802-4627

This Instrument Prepared By
& Requested Be Returned To:
Craig B. Hill, Esquire
Clark, Campbell & Mawhinney, P.A.
Post Office Box 6559
Lakeland, Florida 33807

**DECLARATION OF RESTRICTIONS AND COVENANTS
OF
DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D
[REGAL POINTE]**

THIS DECLARATION OF RESTRICTIONS AND COVENANTS OF DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D [REGAL POINTE] ("Declaration") is made this 28th day of February, 2005 by **DEER CREEK, LTD.**, a Florida limited partnership ("Declarant") for itself and its successors, grantees and assigns.

RECITALS

WHEREAS, Declarant is the fee simple owner of certain real property located in Polk County, Florida, which property is more particularly described in Exhibit "A" to this Declaration ("Subject Property"); and

WHEREAS, Declarant contemplates the sales of Lots (hereinafter defined) within the Subject Property to purchasers thereof;

WHEREAS, to preserve, protect and enhance the values of the Subject Property and the amenities in the Community (hereinafter defined), and the general health, safety and welfare of the residents, Declarant deems it desirable to subject the Subject Property and the Community to certain protective covenants, conditions, restrictions, easements, charges and liens hereinafter set forth;

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] Homeowners' Association, Inc., a Florida not for profit corporation ("Association") has been or will be incorporated;

WHEREAS, Declarant may, in its sole and absolute discretion, from time to time, convey, lease or grant a license or other use right to any portion of the Subject Property within or other property outside of the Community by deed, easement, or otherwise to the Association (which shall accept the same) for the purpose of maintenance, landscaping, drainage, recreation or other purposes for the use and benefit of the Members (hereinafter defined) and their families, tenants and guests; and

NOW, THEREFORE, the Declarant and any other person owning an interest in the Subject Property who consents to or joins in the making of this Declaration, hereby declares that the Subject Property as described in Exhibit "A" hereto, as such description may be amended from time to time, is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Subject Property and be binding on all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner (hereinafter defined) thereof. Additional real property may be added to the Subject Property by Declarant in its sole and absolute discretion (although Declarant shall be under no obligation to do so), by an amendment to this Declaration, including without limitation, an amendment to Exhibit "A" hereto, consented to or joined in only by the Declarant and all persons having a record ownership interest in the property being added. Nothing herein contained, and no violation of this Declaration shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value. Further, the express intent of Declarant is that substantive contract rights created hereunder shall not be retroactively affected by any local, state, or federal legislation enacted subsequent to the recording of this Declaration.

1. **DEFINITIONS.** The following definitions shall apply to the terms used in this Declaration and its recorded exhibits.

1.1 **"Association"** means Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] Homeowners' Association, a Florida not for profit corporation.

1.2 **"Board of Directors"** means the Board of Directors of the Association.

1.3 **"Boulevard"** shall mean and refer to the street more commonly known as Deer Creek Boulevard which is more specifically described in Exhibit "B" hereto.

1.4 **"Class A Motor Home" or "Motor Home"** means a Class A Motor Home as defined by Recreational Vehicle Industry Association.

1.5 **"Community"** means all real property comprising Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] now or in the future.

1.6 **"Conservation Area"** means the wetland preserve areas and the upland preserve areas within the Community, if any. At the time of recording this Declaration, any Conservation Area is owned by Declarant. At the discretion of Declarant, any Conservation Area shall be granted or dedicated to the Association.

1.7 **"Declarant"** means Deer Creek, Ltd., a Florida limited partnership, its successors and assigns. The Declarant shall have the right to assign to any other developer all or a portion of its rights hereunder, including without limitation, the right to develop part or all of the Community. Any successor developer shall also be a "Declarant." The Declarant shall continue to be the Declarant until all of the Lots in the Community have been sold to Owners other than a successor Declarant.

1.8 **"Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe]"** is the name of the Community; however, the Community may also be referred to and marketed by Declarant as Deer Creek, Deer Creek Golf & Tennis RV Resort and/or Regal Pointe and/or any combination of such names, if Declarant so desires in its sole and absolute discretion.

1.9 **"District"** means the Southwest Florida Water Management District.

1.10 **"Governing Documents"** means this Declaration and the Articles of Incorporation and Bylaws of the Association, as amended from time to time. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed in this Section 1.10.

1.11 **"Lot"** means one (1) or more platted portions of land into which the Community has been subdivided, upon each of which a Motor Home has been or is intended to be located. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the improvements constructed thereon and the Motor Home located thereon."

1.12 **"Member"** means any or all of those persons who are entitled to membership in the Association, as provided in the Governing Documents.

1.13 **"Owner"** means the record owner of legal title to any Lot.

1.14 **"PRD Property"** means the property retained by Declarant which is more specifically described in **Exhibit "C"** hereto.

1.15 **"Subject Property"** means the land described in **Exhibit "A"** to this Declaration, as it may be amended from time to time.

1.16 **"Surface Water Management System Facilities"** means without limitation, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

1.17 **"Turnover Date"** means the time at which any of the events set forth in Section 7.15.1 of this Declaration occurs first.

2. **GENERAL COVENANTS AND USE RESTRICTIONS.** The Community may be used for those purposes provided in any ordinances, governmental plans, land development regulations, development orders and development permits applicable thereto, as modified from time to time. Declarant reserves the right and the power to assign and reassign various lands uses within the Community in accordance with any variations from, modifications to, or amendments of any other governmental plans, land development regulations, development orders and development permits applicable to the Community.

2.0 Subdivision and Regulation of Land. No Lot may be divided or subdivided without the express written consent of the Declarant which consent shall be in Declarant's sole and absolute discretion. However, notwithstanding the foregoing or anything to the contrary contained herein, an Owner may combine Lots, subject to the prior express written consent of the Declarant and compliance with all applicable ordinances, laws or regulations pertaining to the development of the Community. No Owner shall initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment to any governmental plans, land development regulation, development orders or development permits applicable to the Community or to any Lot, without the prior written approval of Declarant, which approval may be denied at the sole discretion of Declarant. Nothing herein is intended to prohibit judicial partition of a Lot owned by two (2) or more persons.

2.1 Construction of Improvements. Each Owner takes title to a Lot for the purpose of construction of improvements thereon, including without limitation, a concrete/paver pad and/or Vertical Improvements (as defined in Section 2.1 B.) which are consistent with the recreational vehicle lifestyle and the occupancy of Class A Motor Home upon each Lot. All Lots in the Community shall be used exclusively for a Class A Motor Home, subject to specific conditions hereinafter set forth. Any and all improvements constructed in the Community, whether pad improvements, Vertical Improvements or otherwise shall be constructed in accordance with the following:

A. The construction of pad improvements upon a Lot shall be accomplished by Declarant and/or a contractor(s) designated and authorized by Declarant in its sole and absolute discretion. Declarant shall have the right to designate and authorize the contractor(s) for the construction of pad improvements. No pad improvements, including without limitation, a concrete/paver pad shall be constructed upon a Lot without the prior written approval of Declarant, which approval shall be in Declarant's sole and absolute discretion. Declarant may (but shall not be obligated) to delegate such approval authority to a person(s) or entity(ies), in Declarant's sole and absolute discretion. The rights of Declarant set forth in this Section 2.1 A. shall expire at such time as Declarant no longer owns any Lot within the Community. At such time as Declarant no longer owns any Lot within the Community, the rights of Declarant set forth in this Section 2.1 A. shall automatically devolve upon and be deemed assigned to the Association.

B. Declarant shall have the right in its sole and absolute discretion to designate and authorize the contractor(s) for the construction of any Vertical Improvements upon a Lot ("Contractor"). Owners shall be required to contract with and use the Contractor for the construction of any Vertical Improvements upon a Lot. Owners are expressly prohibited from constructing any Vertical Improvements upon a Lot other than those constructed by Contractor. All Owners in the Community by taking title to a Lot are deemed to have irrevocably consented and agreed to be bound by this Section 2.1 B. The right of Declarant set forth in this Section 2.1 B. shall expire at such time as Declarant no longer owns any Lot within the Community. At such time as Declarant no longer owns any Lot within the Community, the rights of Declarant set forth in this Section 2.1 B. shall automatically devolve upon and be deemed assigned to the Association. **"Vertical Improvements"** means any and all supplemental improvements constructed upon a Lot (other than a concrete/paver pad), including without limitation, screen rooms, "Florida" rooms and bonus rooms with baths and

kitchens, any and all of which shall be constructed in such a manner as to be an integral component of and incorporated into the Motor Home porte.

C. No Vertical Improvements shall be constructed upon a Lot without the prior written approval of Declarant, which approval shall be in Declarant's sole and absolute discretion. Declarant may (but shall not be obligated) to delegate such approval authority to a person(s) or entity(ies), in Declarant's sole and absolute discretion. The rights of Declarant set forth in this Section 2.1 C. shall expire at such time as Declarant no longer owns any Lot within the Community. At such time as Declarant no longer owns any Lot within the Community, the rights of Declarant set forth in this Section 2.1 C. shall automatically devolve upon and be deemed assigned to the Association.

D. No aboveground or underground improvements, structure or fixture (including fences, walls, hedges or other dividers of any kind or gazebos) of any kind or nature shall be constructed, maintained, or permitted upon any portion of the Subject Property without the express prior written approval of the Declarant which may be withheld in Declarant's sole and absolute discretion. Any such aboveground or underground improvements, structure or fixture (including fences, walls, hedges or other dividers of any kind), if approved by Declarant in accordance with the immediately preceding sentence, shall be installed and/or constructed only by Declarant or a contractor(s) designated and authorized by Declarant, including without limitation, Contractor. Nothing in this Declaration shall be construed to disallow the construction of a perimeter fence around the Community by the Declarant or in other areas of the Community, as determined by the Declarant in its sole and absolute discretion (however, Declarant shall be under no obligation to construct such a fence). The rights of Declarant set forth in this Section 2.1 D. shall expire at such time as Declarant no longer owns any Lot within the Community. At such time as Declarant no longer owns any Lot within the Community, the rights of Declarant set forth in this Section 2.1 D. shall automatically devolve upon and be deemed assigned to the Association.

E. No free-standing sheds shall be constructed upon a Lot without the prior approval of Declarant, which approval shall be in Declarant's sole and absolute discretion. Any free-standing shed approved by Declarant must, at a minimum, comply with the following: (i) any free-standing shed shall not exceed 10' x 12', and (ii) the color of any free-standing shed shall be white on white and any such free-standing shed shall have eaves and lap siding.

F. Any golf ball screening to be constructed and/or installed in or upon a Lot must first be approved by Declarant, which approval shall be in Declarant's sole and absolute discretion. The right of Declarant set forth in this Section 2.1 F. shall expire at such time as Declarant no longer owns any Lot within the Community. At such time as Declarant no longer owns any Lot within the Community, the rights of Declarant set forth in this Section 2.1 F. shall automatically devolve upon and be deemed assigned to the Association.

G. Subject to the immediately following sentence, the Declarant shall have all rights to approve or disapprove any construction, alteration or other aspect of the physical property in the Community. Unless otherwise expressly set forth herein, at such time as neither Declarant nor any subsequent Declarant owns any Lot within the Community, or at such earlier time as Declarant may determine in its sole discretion, all rights of Declarant to approve or disapprove any

construction, alteration and/or any other aspect whatsoever of the appearance of the physical property in the Community shall automatically devolve upon and be deemed assigned to the Association.

2.3 Use Restrictions. All Lots in the Community shall be used exclusively for the placement of a Class A Motor Home thereon, subject to the specific conditions set forth herein. No vehicle or other personal property may be placed, stored, kept, or permitted to be maintained upon any portion of the Subject Property, except within a Lot, subject to the specific conditions set forth herein. No portion of the Subject Property shall be used in such a manner as to obstruct or interfere with the use and enjoyment by any Owner of any Lot, nor shall any nuisance or illegal activity, or waste, be permitted to occur or be committed upon the Subject Property. Notwithstanding any other provision herein to the contrary, however, nothing in this Declaration shall be construed as prohibiting the Declarant from constructing improvements on the Subject Property as may hereafter be determined by Declarant in its sole and absolute discretion or from conducting any activity which Declarant intends as a means of promoting the sale of Lots in the Subject Property. The use of the Subject Property shall be subject to the specific and general restrictions contained in this Declaration, including without limitation, the following.

2.3.1 Tables, chairs, benches, and mobile grills, all in good condition, may be erected and kept upon a Lot; however, no other personal property shall be permitted to remain where it can be seen by other Owners or visitors to the Subject Property, except when the Lot is actually occupied and in use, and in such event such personal property shall be kept clean, neat, orderly and in good condition, all to be determined in Declarant's sole and absolute discretion.

2.3.2 Motor Homes and any structures and improvements on Lots shall be kept in a neat and attractive manner and state of repair as determined by Declarant in its sole and absolute discretion. This includes the proper washing and maintenance of any Motor Home and any other structures on a Lot to remove mildew and dirt. All trees, lawns, shrubs, plants and flowers located within each Lot shall be kept in a neat and attractive manner by the Lot Owner as determined by Declarant in its sole and absolute discretion. All lawns and landscaping shall be completed at the time of completion of any structures or improvements, as applicable, upon each Lot.

2.3.3 If an Owner does not adhere to the requirement of Section 2.3.2 above, such work may be performed on behalf of the Owner by Declarant and the cost thereof plus a twenty percent (20%) administrative charge shall be charged to the Owner, which charge, if not paid within fifteen (15) days of billing, shall accrue a late charge of One and No/100 Dollar (\$1.00) per day retroactive to the date of billing, plus interest at the highest rate permitted by Florida law, and shall become a lien on the Lot upon recording of a Notice of Lien by Declarant in the public records of Polk County, Florida. Such lien shall entitle Declarant to foreclose on the Lot and to recover Declarant's costs and charges, interest, its attorneys' fees and court costs. In such event Declarant may also obtain a judgment for the amount due, plus its attorneys' fees and court costs.

2.3.4 Only one Class A Motor Home may be located and kept on any Lot.

2.3.5 No structure, either permanent or temporary, if permitted in accordance with this Declaration, including but not limited to, barbecue grills, utility sheds and picnic tables, shall

be located on or placed within five (5) feet of any Lot line abutting any golf course as presently or hereafter located.

2.3.6.1 Mailboxes are not permitted in or on any Lot.

2.3.6.2 No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, unless expressly approved in writing by the Declarant except that this prohibition shall not apply to those antennae specifically covered by the federal Telecommunications Act of 1996, as amended from time to time. Further notwithstanding anything to the contrary contained herein, each Lot with a Class A Motor Home located thereon may have one (1) satellite dish for television or other such reception (such as, for example, a small Direct TV satellite dish) which if attached to the Motor Home shall be factory installed and an integral component of the Motor Home. The Declarant, until it owns no Lot in the Community and then the Association, shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. No tower type antenna is permissible. The Declarant, until it owns no Lots in the Community and then the Association, may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations or specific locations upon Motor Homes, not visible from the street or neighboring properties (or with minimal visibility if located upon a Motor Home), and integrated with the improvements upon the Lot and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 2.3.6.2 shall not apply to Declarant.

2.3.6.3 In accordance with the laws of Florida and notwithstanding anything to the contrary contained herein, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. The rights of Owners to display flags, such as those rights set forth in the immediately preceding sentence, shall be subject to and in accordance with the laws of the State of Florida as they exist on the date of recording of this Declaration or as they may subsequently be amended from time to time without the necessity of further amendment to this Declaration. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. This Section 2.3.6.3 shall not apply to the Declarant.

2.3.6.4 Clotheslines are permitted in the Community in accordance with this Section 2.3.6.4. Clotheslines commonly known as "umbrella clotheslines" are permitted; however, such clotheslines shall be located at the rear of a Lot during use and such clotheslines shall be removed at such time as the clothing or other articles are removed therefrom. Motor Homes are permitted to

use a retractable clothesline; however, such clothesline shall be retracted and not utilized once the clothing or other articles have been removed from such clothesline. Owners are prohibited from hanging any clothing or other articles whatsoever for drying purposes or any other purpose from a Motor Home, including without limitation, the awnings, guardrails or steps thereof.

2.3.7 In order to preserve the beauty of the Community, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Declarant, or in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating. Notwithstanding the two (2) immediately preceding sentences, while Declarant or Contractor and/or their affiliates are constructing improvements within the Community, this Section 2.3.7 shall not be applicable except as to Lots sold to Owners other than a successor Declarant.

2.3.8 Outside toilets may not be installed nor will they be allowed on any Lot. Wall or window air conditioning or heating units are not permitted. Notwithstanding the foregoing, Class A Motorhomes may have factory installed air conditioning or heating units on the roof thereof. Solar collectors, roof vents and other installations on the roofs of improvements are prohibited, except as may be permitted by Florida law. Notwithstanding the foregoing, initially the Declarant, and subsequently the Association, in order to promote and preserve the architectural uniformity and the aesthetic appearance of the Community shall have the right pursuant to Florida law to determine the specific location where solar collectors, roof vents and other installations may be installed on the roofs of improvements provided that such determination does not impair the effective operation of the solar collectors, roof vents, and other installations on the roofs of improvements.

2.3.9 Driveways and parking areas must be paved with concrete, paver blocks and/or other hard surfaces approved by Declarant. Driveways and pad improvements must be kept clean and free from excessive oil, rust or other unsightly stains. areas must be paved with concrete, paver blocks, or other hard surfaces approved by Declarant. Maintenance and repair of all roadways, parking and other paved parking facilities initially owned by Declarant and which are contemplated to subsequently be owned by the Association shall be the responsibility of the Association and shall be maintained to the extent necessary to maximize their useful life.

2.3.10 All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by Declarant prior to the installation of such exterior lighting. Except as may be initially installed or approved by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas, if any, or any part thereof, without the approval of the Association. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other Owners or occupants of the Community, shall be allowed.

2.3.11 Unless approved in writing by Declarant, which approval shall be in Declarant's sole and absolute discretion, no wall, fence, hedge, or other divider shall be constructed

or maintained above the ground level of any adjoining Lot. No wall, fence, hedge or other divider shall be constructed on any Lot unless its height, length, type, design, composition, material and location shall have first been approved in writing by the Declarant, so long as Declarant owns any Lot within the Community. Height shall be measured from the finished grade of adjoining developed property. Any dispute as to height, length, type, design, composition or material shall be resolved by the Declarant, whose decision shall be final. This Section 2.3.11 shall be applicable notwithstanding anything to the contrary contained in this Declaration.

2.3.12 No exterior colors on any improvements upon a Lot (Vertical Improvements, or otherwise) shall be permitted that, in the judgment of the Declarant, would be inharmonious, discordant or incongruous with the Community. The initial exterior color and design of improvements shall be as approved by Declarant.

2.3.13 All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment, if any, and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around such facilities and equipment and maintained by the Owner.

2.3.14 Animals, livestock or poultry of any kind shall not be raised, bred, or kept on any Lot, except that a total of two (2) dogs or cats (or combination thereof not to exceed however a total of two [2]) under forty (40) pounds per dog or cat may be kept, provided they are not kept, bred or maintained for any commercial or business purpose. Larger dogs may be kept by an Owner (not to exceed two total dogs) if prior written approval (oral approval is not under any circumstances permitted) is obtained from the Declarant which approval may be withheld by Declarant in its sole and absolute discretion. All animals shall be leashed (if outdoors) or kept within a Motor Home and shall not be permitted to roam free. The Declarant so long as it owns any Lot within the Community, and subsequently the Association, may restrict the walking of pets to certain areas. Owners must immediately clean up after their pets and dispose of any waste in an appropriate manner. The ability to have and keep a pet is a privilege, not a right. If in the opinion of the Declarant so long as it owns any Lot within the Community, and subsequently the Board of Directors, any pet that becomes the source of unreasonable annoyance to others, or any owner of a pet fails or refuses to comply with the restrictions herein, the owner (whether an Owner or otherwise), upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards (including outside of a Motor Home) or on porches.

2.3.15 No nuisance shall be allowed upon any portion of the Community nor any use or practice which is the source of annoyance to other Owners, or guests of Owners, or which interferes with the peaceful possession or proper use of the Subject Property. Any question with regard to the interpretation of this Section 2.3.15 shall be decided by the Declarant so long as it owns any Lot in the Community and thereafter by the Association whose decision shall be final. Declarant shall be entitled to enjoin such activity and in such event the Owner upon whose Lot the source of annoyance, or the Owner of a Lot from whom the nuisance emanates, shall be responsible for Declarant's attorneys' fees and costs in obtaining such an injunction.

2.3.16 Each Lot and any Motor Home, structures and improvements thereon, shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to

accumulate on any Lot nor shall any fire hazard be allowed to exist. No flammable liquids or chemicals or hazardous substances shall be stored, kept or used on any Lot, except as may be permitted by and in accordance with any and all applicable laws and ordinances. No Owner of any Lot shall violate any local, state or federal laws or ordinances. Any conditions of the physical property which are reasonably deemed by the Declarant or Board of Directors to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Declarant or Association, as applicable, and the cost thereof shall be charged to the responsible Owner.

2.3.17 Except for one sign bearing the Owner's name, on his Lot, said sign not to exceed one (1) square foot, no signs, banners, billboards or advertisements of any kind, including without limitation, "For Sale" signs, those of realtors, politicians, contractors or subcontractors, shall be erected or displayed anywhere within the Community, including in windows or on Motor Homes, and on motor vehicles, except that the Declarant or a realtor chosen by Declarant in its sole and absolute discretion shall have the right to erect signs as it, in its discretion, deems appropriate. If any sign is erected in violation of this provision, the Declarant or the Association shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of One Hundred and No/100 Dollars (\$100.00) per day for each day's violation and suspend the violator's use privileges, if any. Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the Owner of the property on which the sign is located. The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by Declarant, nor to entry and directional signs installed by Declarant, and signs required by law. The Declarant shall be permitted to place "For Sale" signs or realtor signs on any Lot (which is for sale) in its sole and absolute discretion.

2.3.18 Each Motor Home shall be used as a single family residence and for no other purpose. No business or commercial activity shall be conducted in or from any Lot or Motor Home, nor may the address or location of the Lot be publicly advertised as the location of any business or commercial activity. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records in his Lot or Motor Home, or from handling personal, business or professional telephone calls and written correspondence in and from his Lot or Motor Home. Such uses are expressly declared customarily incident to residential use. However, notwithstanding anything to the contrary set forth herein, for so long as Declarant owns any Lot in the Community, any Owner or guest of an Owner that is a realtor is expressly prohibited from engaging in business activities (from any location in the Community, including without limitation, the Lot, Motor Home and PRD Property) pertaining to the sale or lease of a Lot within the Community, including without limitation, the operation of an internet website or solicitation of Owners or prospective Owners, whether in person, or by telephone. For so long as Declarant owns any Lot in the Community, only realtors chosen by Declarant, in its sole and absolute discretion, shall be allowed entry into the Community and shall be permitted to conduct business activities pertaining to the sale or lease of any Lot. The Declarant may in its sole and absolute discretion utilize any of its property, including the sales center and clubhouse, if any, to conduct commercial activities of any kind. Declarant is permitted to enter into lease back programs, guest house programs, or other lease programs, as may be applicable, as a part of its sales effort in Declarant's discretion.

2.3.19 Neither the Owners nor the Association, nor their use of any property in the Community, shall interfere in any way with the completion of the contemplated improvements or sale or resale of any Lots by Declarant. The Declarant may make such use of unsold Lots and other portions of the Community (excluding sold Lots) in its sole and absolute discretion, including, but not limited to, maintenance of a sales office, the displaying of "For Sale" signs, the showing of the Lots for sale to prospective purchasers, the renting of unsold Lots to the general public, leasing of Lots to a third party who may then sublease or provide memberships in such Lots, and utilizing resort membership or similar type uses of unsold Lots.

2.3.20 Trucks, Commercial Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers and Other Vehicles.

(A) Only licensed motor vehicles, with the exception of golf carts, shall be permitted within the Community. Furthermore, licensed vehicles which are noisy or unattractive in Declarant's sole and absolute discretion, shall not be permitted. Only two (2) motor vehicles may be parked at any time on any Lot.

(B) No commercial vehicle of any kind shall be parked in the Community except for construction or service vehicles temporarily present on business.

(C) No boats, boat or utility trailers (except for enclosed utility trailers which are utilized for the transportation of motor vehicles and motorcycles and which are kept in a state of good and clean repair, which are expressly permitted), park models, fifth wheels, semi-tractor trailers, house trailers of any kind, campers (pop-ups or otherwise), Class B motor homes, Class C motor homes, recreational vehicles (except Class A Motor Homes as permitted herein), buses, truck campers, disabled vehicles, inoperative vehicles, unlicensed vehicles, or vehicles in disrepair or showing rust or needing paint, may be parked or kept in the Community (individually and collectively, "Restricted Vehicles"). Campers, buses, motor homes, recreational vehicles (other than Class A Motor Homes), truck campers, and the like are permitted to be parked in the Community temporarily for loading and unloading purposes only and in no event shall any vehicle be parked in any street other than on a temporary basis. Vehicles that are not Restricted Vehicles may be parked in the driveway of a Lot or other areas designated for that purpose. Motorcycles with appropriate noise arresting systems are allowed in the Community, however such motorcycles may be driven only for purposes of ingress and egress from outside the Community directly to the Lot and from the Lot to a location outside the Community. No Lot shall have more than two (2) motorcycles parked or stored thereon.

(D) No motor vehicle shall be parked anywhere other than on paved or other areas designated for that purpose. Parking on lawns or landscaped areas is prohibited.

(E) No motor vehicle shall be used as a domicile or residence, either permanent or temporary, other than a Class A Motor Home as a residence as expressly permitted and contemplated herein.

(F) Visible repair of motor vehicles or outboard motors, or building, rebuilding or storage of boats or recreational vehicles shall not be permitted in the Community unless the Declarant in its sole and absolute discretion permits such activity in writing in advance. If such use is permitted in an area of the Community, a fee may be charged by the Declarant, which may be set or increased as the case may be in Declarant's sole and absolute discretion.

(G) Any vehicles parked in violation of this Section 2.3.20 shall be subject to being towed away at the owner's expense.

2.3.21 No tent, trailer or temporary structure other than those used by Declarant for construction and sales activities shall be permitted unless its size, appearance and temporary location on a Lot have first been approved by the Declarant which approval shall be in Declarant's sole and absolute discretion.

2.3.22 No Owner shall permit or suffer anything to be done or kept on his Lot which will increase the rate of insurance on other Owners or the Declarant, or which will obstruct or interfere with the rights of other Owners or annoy the Declarant by unreasonable noises, cursing, or otherwise; nor shall any Owner commit or permit any nuisance, immoral or illegal act in or about any portion of the Community

2.3.23 No person shall use portions of the Community owned by the Declarant, or any part thereof, or a Lot or any part thereof, in any manner contrary to this Declaration or not in accordance with any rules and regulations pertaining thereto as from time to time may be promulgated, modified, or amended by Declarant in its sole and absolute discretion, and all Owners agree to abide thereby. The Declarant has the authority to establish rules and regulations which shall govern the Owner's, invitee's, and guest's conduct on any Lot, or on any of the Subject Property or on which Declarant has reserved the right to use. Rules and regulations shall be deemed effective until amended or modified. Any amendments or additions to rules and regulations shall take effect within five (5) days from the sending of a notice to each Owner or immediately upon posting in or at the Community clubhouse or Common Areas, if any, whichever first occurs. All rules and restrictions and the amendment and modification thereof shall be in the sole and absolute discretion of Declarant (including the creating of "No Smoking" areas). Any violation of such rules and regulations shall be deemed a violation of this Declaration and shall entitle Declarant to an injunction forbidding such a violation, its attorneys' fees and costs, and shall further permit Declarant lien rights on an Owner's Lot for Declarant's damages, including its attorneys' fees and costs.

2.3.24 The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules and regulations promulgated by the Declarant and/or Association, if any, shall apply to all Owners, as well as to any other person (including guests) occupying any Motor Home. Failure of an Owner to notify any person of the existence of this Declaration or any other rules, covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Declarant or the Association of the power to enforce this Declaration and any other such rules, covenants, conditions, restrictions and the Governing Documents. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the licensees, invitees or guests of his tenants.

2.3.25 Guests may visit Owners on a temporary basis at the invitation of the Owner and may be physically present upon a Lot for a period of time not to exceed fourteen (14) consecutive days. The Declarant, so long as it owns any Lot in the Community, and subsequently the Association, may promulgate and enforce additional rules and regulations pertaining to guests in the Community.

2.3.26 The Declarant may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required, without any liability of any nature or kind whatsoever to any Owner, the Association or any other person for any reason whatsoever. Any permission or approval granted by Declarant shall be binding upon all persons.

2.3.27 The use restrictions of this Declaration shall not apply to any property owned by Declarant prior to its conveyance to an Owner other than a successor Declarant.

2.3.28 The Declarant shall have the right to include in any contract or deed hereafter made, in its sole and absolute discretion, any additional covenants and restrictions or amendments to this Declaration which are consistent with the intent of the covenants and restrictions set forth herein.

2.3.29 Because of its size, the development of the Community will span a period of time. Incident to the development process, the quiet enjoyment of the Community will be unavoidably interfered with to some extent by construction operations.

2.3.30 Each Owner shall be responsible for all damages or loss to any property owned by such Owner, his agents, guests or invitees located on the Subject Property none of which shall be deemed to be in the care, custody, and control of the Declarant and the each Owner shall hold the Declarant harmless and indemnify Declarant from any such damages or loss.

2.3.31 The irrigation lines to each Lot line shall be the responsibility of the Association, upon transfer to the Association, and to the extent the irrigation lines are not dedicated to any governmental body or entity by Declarant. The components of the irrigation system on each Lot, including but not limited to the tap into the main line, timers, switching devices and heads shall be the responsibility of the Lot Owner. The Declarant until the Declarant owns no Lots in the Community, and the Association thereafter, shall have the right, at its sole discretion to adopt a schedule of irrigation times and duration of irrigation, subject to the direction of the District.

2.3.32 Each Owner acknowledges that there are other restrictions that impact all or a part of the Subject Property, which restrictions were placed thereon by Declarant's predecessor in title, and which restrictions are set forth in the following: Notice of Restrictions on Real Estate recorded in Official Records Book 2421, Page 328; Partial Termination of Notice of Restrictions on Real Estate recorded in Official Records Book 2528, Page 1422; and Supplement to Notice of Restrictions on Real Estate recorded in Official Records Book 2679, Page 473, all in the public records of Polk County, Florida (individually and collectively, "Prior Restrictions"). This Declaration shall in no way serve to or be construed to alter, amend or reimpose the Prior Restrictions.

2.4 Property Retained by Declarant and Boulevard. Subject to the restrictions set forth herein, the PRD Property (as it may be improved with amenities and recreational facilities, if any) and Boulevard may be used by Owners, their guests, invitees, lessees, and renters. Such right shall be subject to the provisions of this Section 2.4 and so long as each Owner is current in all amounts due (charges, assessments or otherwise) to the Association and to the Declarant, as applicable. A perpetual non-exclusive easement over and across the PRD Property and Boulevard is hereby created and granted by Declarant to the Owners for the purpose of pedestrian and vehicular ingress and egress over and across and to and from the PRD Property and Boulevard. The foregoing easement shall run with the land and shall be binding upon the successors and assigns of the Declarant and said easement shall inure to the benefit of the heirs, successors and assigns of the Owners. Upon the platting of the Community, Declarant may (but shall not be obligated to) further designate and delineate on any such plat the easement created and granted in this Section 2.4. The easement created and granted in this Section 2.4 shall be effective whether or not shown on any plat of the Community. The use right set forth in this Section 2.4 is transferrable only to the extent of transfer of the ownership of a Lot. It is acknowledged and understood that the PRD Property and Boulevard will be used by others in addition to Owners. The Declarant may, from time to time, reasonably limit the exercise of the right provided for herein by, for example, limiting the hours of use of the right, seasonal use, and the number of people who may make use of the PRD Property at any one time. The PRD Property may only be used for its normal intended use as determined by Declarant. The ownership of a Lot shall not create any ownership of an interest in the PRD Property or Boulevard 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 any rules and regulations promulgated by Declarant, in Declarant's sole and absolute discretion. 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 or further improving all or any part of the PRD Property with improvements or amenities designated by the Declarant as PRD Property usable by the 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 public records of Polk County, Florida, an amendment to this Declaration describing the new description of the PRD Property and the improvements thereon located and extending or reducing the Owners' rights as provided for hereunder to use the PRD Property. Such amendment to this Declaration shall not require the vote of the Owners. Any such expansion or reduction primarily affecting the Owners shall be effective upon the filing for record of such amendment, unless otherwise provided herein. 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 the Owners to pay for maintenance of the improved property. Declarant reserves the absolute and sole right to charge user fees for the use of the PRD Property to Owners irrespective of any maintenance obligation of the PRD Property inasmuch as maintenance obligations are primarily designed to maintain the PRD Property in conjunction with the Declarant and/or Association and/or other homeowners' associations, as applicable, as opposed to supporting recreational or retail uses of the PRD Property. Declarant reserves the absolute right to sell any part or all of the PRD Property and/or the Boulevard and assign its rights hereunder to any party.

3. EASEMENTS AND RIGHTS-OF-WAY.

3.1 Easements and rights over the Subject Property, whether absolutely or on a non-exclusive basis with public or private utility companies, and rights to utilize the streets, in favor of the Declarant, whether or not shown and described on any plat of the Community, are hereby reserved by Declarant for the construction, installation and maintenance of any and all utilities, and such other uses as Declarant in its sole and absolute discretion may determine, including without limitation, 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 required by Declarant, each Owner shall receive waste water distribution lines and take "gray water" for irrigation purposes. Such easements and rights-of-way shall extend over and across every portion of each Lot as may be described on any plat of the Community.

3.2 Declarant hereby reserves the right, and the power, during a period of fifteen (15) years from the date of recording this Declaration to declare, grant and record perpetual private or public easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, telephone and other telecommunication lines, cable television lines, and such other service facilities as Declarant may deem necessary or desirable, along the various private or public utility service routes through, in, over and under all Lots and the Subject Property. The purpose, duration and scope of any such easement shall be set forth in an instrument of public record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Lot and Subject Property, or materially change the rights of the Owners. If any agreement is entered into by the Declarant or Association for the provision of services to the Community, it shall be the affirmative obligation of the Declarant or Association, as applicable, to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of such agreement, to provide subsequent or alternate easements so as to insure the continuous accessibility and availability to the Community, of those services.

3.3 There is hereby reserved, for the purpose of installing, operating and maintaining utility facilities, and for other purposes incidental to the development of the Community, those easements described herein and those shown upon any plat(s) of the Community (which have been or will be recorded) and the plat notes on such plat(s), and there are also reserved such easements and rights of way for any other purposes as Declarant in its sole discretion may in the future grant.

3.4 Declarant reserves the right to open and construct new streets, or extend or close any streets in the Community for the use of other phases of the development commonly known as Deer Creek Golf & Tennis RV Resort, provided such change or changes shall not materially and adversely interfere with ingress or egress to the Lot of any Owner and in such event the Declarant or any owner of any part of such other phase shall have no obligation to compensate any Owner of any Lot in the Community or the Association.

3.5 The Declarant (including its designees and contractors) hereby reserves an easement and shall have the right to enter any part of the Community and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof and for maintenance purposes and the completion of warranty work, if any, provided such activity does not unreasonably and materially interfere with the use or enjoyment of the Owners.

4. **SERVICES TO BE PERFORMED BY DECLARANT, CHARGES TO OWNER'S, OWNER'S RESPONSIBILITIES**

4.1 The Declarant shall, if possible, cause to be provided curbside garbage service (the Owner must take garbage to such curbside) to the Community. The charge for garbage service shall be paid by Lot Owner to Declarant or other provider, at Declarant's option. The charge for garbage service is not included within, and is in addition to, any other charges described herein. The Declarant shall attempt, but shall not be obligated, to cause basic cable television service to be provided to each Lot and to the extent Declarant is able to do so, the charge for basic cable television service (and the charge for any enhanced services above the basic cable television service if purchased by a Owner) shall be paid by Owner to Declarant or other provider, at Declarant's option. In the event Declarant causes basic cable television service to be provided to each Lot, each Owner shall be required and obligated to pay for such basic cable television service whether or not each Owner utilizes the basic cable television service. The charge for basic cable television service (and enhanced service if an Owner chooses to purchase) is not included within, and is in addition to, any other charges described herein. The Owner is responsible for the installation cost of said cable television service whether payable to Declarant or others. Declarant will cause electricity, water and sewer services to be provided to each Lot, with "individual" meters. Each Owner is responsible for the cost of use of electricity, water and sewer service, and such other utilities as may later be available for his Lot and shall pay for such service to Declarant or to the provider of such services, at Declarant's option. The rate charged the Owner for water and sewer service shall be substantially equivalent to the then current rate for residential water and sewer service charged by Polk County in the area, or if Polk County no longer provides water and sewer in the area, the rate charged by a similar provider in the area, which may exceed Declarant's costs. The charge for electricity and water and sewer service are not included within, and is in addition to, any other charges described herein. Each Owner is responsible for the repair, maintenance and replacement of all utility lines and utility equipment within his Lot.

4.2 The Declarant shall provide each Owner the right to non-exclusively use certain of the facilities within the Community (or which facilities may be located in the master development of Deer Creek Golf & Tennis RV Resort), including without limitation, the PRD Property and the property identified as Tract B on the plat of the Community (which Tract B is contemplated to be improved by Declarant with a clubhouse and a swimming pool) in accordance with any and all rules and regulations established from time to time by Declarant in Declarant's sole and absolute discretion. The Declarant shall retain ownership of Tracts A and B as identified on the plat of the Community, the PRD Property and the Boulevard and shall operate and maintain such areas owned by the Declarant for use by the Owners upon the terms and conditions set forth herein, and the rules and regulations as established by the Declarant from time to time in its sole and absolute discretion. A perpetual non-exclusive easement over and across Tract B is hereby created and granted by Declarant to the Owners for the purpose of pedestrian and vehicular ingress and

egress over and to Tract B and for the use thereof as contemplated herein. The foregoing easement shall run with the land and shall be binding upon the successors and assigns of Declarant and said easement shall inure to the benefit of the heirs, successors and assigns of the Owners. The easement created and granted in this Section 4.2 shall be effective whether or not shown on any plat of the Community. The Declarant (or the Association to the extent Declarant transfers to the Association any or all of its maintenance, repair and replacement obligations hereunder) shall (or shall cause the provider to) maintain, repair, or replace, all storm water drainage, retention and detention facilities, water distribution lines, waste water collection lines, waste water distribution lines (e.g. gray water), and such other utilities located within the Community and not located within a Lot and shall have the right to modify same on the Subject Property or any Lot, in accordance with all applicable state and local requirements. The maintenance and improvement of streets are not included herein but are included in Section 7 of this Declaration. The Declarant shall cause the lawn on each Lot to be mowed on a schedule determined by Declarant, but Declarant shall have no responsibility for the replacement or maintenance of the landscaping on each Lot. Declarant shall further maintain Tract A and B and any facilities constructed thereon by Declarant. Each Owner is responsible for the maintenance and repair of the storm water drainage area (Owners shall not in any way alter or change the storm water drainage, retention, or detention areas located on the Owner's Lot) and all utility lines within each Owner's Lot, that Lot's real and personal property taxes, the proper trimming and maintenance of landscaping thereon, and the purchase of necessary insurance to cover all property owned by the Owner, his guests, agents, or invitees wherever located on the Subject Property.

4.3 Each Owner hereby covenants and agrees to pay a monthly assessment or charge against each Lot for the services set forth in Section 4.2 above, in the initial amount of \$120.00 per month, subject to increases in such rate as set forth in Sections 4.4, 4.5, 4.6 and 4.8 below. Notwithstanding the foregoing, the Declarant with respect to any Lots owned by Declarant, shall not be required to pay the assessments, charges or increases set forth herein. As set forth below, until the Turnover Date, Declarant covenants to subsidize the general operating expenses of the Association, by contributing the difference, if any, between net operating expenses and all income of the Association including but not limited to assessment income from Members other than Declarant, interest income and income from ancillary operations. The foregoing assessment or charge set forth in this Section 4.3 does not include charges for electricity, garbage, water, sewer (waste water), cable television charges, or other utility charges, which shall be paid in accordance with Section 4.1 hereof to the Declarant or other provider. In the event any Owner transfers, assigns, devises or in any manner conveys his interest in and to the Lot and/or improvements thereon, or any Motor Home located thereon, the new Owner of such Lot shall be obligated to immediately begin paying the monthly charge that is then in force and effect for an Owner then purchasing a previously unsold Lot in the Community, and if no such unsold Lots are then available, at the highest monthly charge then in effect on any Lot in the Community. Included within the charge or assessment described herein shall be the operation and maintenance of the PRD Property, Boulevard and Tract A and Tract B and/or any other property described as a "Tract" or other word(s) of similar import on a plat of the Community and the operation, maintenance and upkeep of any facilities erected thereon by the Declarant in the Community, all as described in Section 4.2. The Declarant reserves the right to charge additional fees, assessments and access fees to Owners for their use of recreational or other facilities which may or may not be physically located within the Community, including rights to use any golf course, storage areas and any additional type of recreational facility or service that may be available at the time of the recording of this Declaration or may become available in the

future. Declarant shall not be liable or responsible to any Owner for Owner's or Owner's agent's, guest's or invitee's use or damages or losses arising from such use of such facilities or services and each Owner agrees to indemnify and hold Declarant harmless from such damages or losses.

4.4 The monthly assessment and charge set forth in Section 4.3 above shall begin as to all Lots on the first day of the month following the recording of the plat of the Community. The first monthly assessment and charge set forth in Section 4.3 above shall be adjusted according to the number of months remaining in the calendar year. The monthly assessment or charge set forth in Section 4.3 above shall be based on all costs and expenses to the Declarant to deliver such services, including without limitation, taxes, debt service, repair, and for replacement (including reserves therefor but excluding street repair or improvements) of any of the facilities including utility lines (including without limitation, water distribution lines and waste water collection or distribution lines), and any of the improvements within the Community excluding those on any Lot which are the Owner's responsibility, maintenance, office expenses, legal and accounting fees, employee salaries and benefits and contract expenses, reserves in ad valorem taxes and other taxes and assessments upon any properties within the Community owned by Declarant, capital improvements required by any governmental authority or otherwise or required in Declarant's sole and absolute discretion, rebuilding, reserving for future capital expenditures, repairs or extra maintenance required by natural or man-made calamities, increased charges by vendors and suppliers of any services to Declarant, increases in costs and expenses with respect to the delivery of utility and other services, and such other costs as determined in Declarant's sole and absolute discretion, plus a management fee which shall be \$15.00 per month or twelve percent (12%) of the monthly assessment charged at the time, whichever amount is greater. There shall be an adjustment and increase in the monthly assessment or charge on January 1, 2006, and on January 1st of each and every year thereafter of which Declarant shall give written notice thereof before January 1st of each year, however, if Declarant provides such notice after January 1st ("Late Notice"), such adjustment shall take effect the first day of the following month. The adjustment and increase shall be equal to the increase to Declarant in its costs to deliver services, together with any increase in the management fee as described above. Each adjustment shall be in effect for the subsequent one (1) year period or if Late Notice, through December 31 of that year. Declarant will prepare and provide to the Lot Owners prior to January 1st of each year a statement reflecting the costs, adjustments, and increased costs.

4.5 Notwithstanding Section 4.4 above, increased expenses incurred by the Declarant to deliver the services described in Sections 4.2 and 4.8, during any year, may be passed through to the Owners by the Declarant at any time upon written notice by way of an increase in the monthly assessments to the Owners.

4.6 Each Owner agrees that as additional facilities and/or services are requested by the Owners, or as are provided by the Declarant, and the erection of such additional facilities and/or implementation of such additional services are agreed to by the Declarant in its sole and absolute discretion, that upon a vote of two-thirds (2/3) of the Owners approving such additional facilities and/or services and commensurate charges therefor, that the monthly assessment provided for by Section 4.3 shall be increased in order to pay the cost thereof plus a management fee equal to twelve percent (12%) of such cost.

4.7 The monthly charge for services described in this Section 4 shall be due and payable monthly in advance 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 an Owner fails to make such payment by the 15th day of the month, the Owner shall be liable for and shall immediately pay to Declarant \$1.00 per day for each day until Declarant actually receives the payment retroactive to the first day of the month as a late fee. The monthly charge for services described in this Section 4 shall be prorated at the actual date of closing to cover the services rendered for the balance of the month subsequent to the date of closing. Each Owner shall then pay the monthly charge for services in advance on the first day of the month immediately following the month of closing.

4.8 **PRD and Boulevard Annual Maintenance Fee.** Each Owner, by acceptance of conveyance of a Lot through a deed thereto or otherwise, covenants and agrees to pay an annual maintenance fee for use of the PRD Property and Boulevard ("PRD and Boulevard Annual Maintenance Fee"). Notwithstanding the foregoing, the Declarant with respect to any Lots owned by Declarant shall not be required to pay the PRD and Boulevard Annual Maintenance Fee. The PRD and Boulevard Annual Maintenance Fee shall be imposed by the Declarant to meet the expenses of operating, managing and maintaining the PRD Property and Boulevard. The PRD and Boulevard Annual Maintenance Fee shall be established by Declarant in its sole and absolute discretion on an annual basis and shall be payable by each Owner as part of the monthly assessment/charge. At Declarant's option, the PRD and Boulevard Maintenance Fee may be payable semi-annually or annually, and if paid annually, may be discounted at Declarant's option. The PRD and Boulevard Annual Maintenance Fee imposed by Declarant may be increased, on an annual basis, by the Declarant. Each such PRD and Boulevard Annual Maintenance Fee not paid when due shall incur a late fee of Ten and No/100 Dollars (\$10.00) or ten (10%) percent of the amount due, whichever is greater. Each such assessment and late fee if not paid when due, and interest at the highest legal rate as permitted by Florida law, together with costs of collection, including reasonable attorneys' fees shall be the personal obligation of the Owner against whom such were assessed. The sale or transfer of any Lot shall not affect the lien set forth in this paragraph and any grantee shall be jointly and severally liable for the portion of any PRD and Boulevard Annual Maintenance Fee or charge assessed against such Lot 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. If any delinquent PRD and Boulevard Annual Maintenance Fee or portion thereof is not paid to Declarant within ten (10) days after written notice is given to the Owner to make such payment, the Declarant may prevent Owner from utilizing the PRD Property and the Boulevard. The Lot Owners shall pay a pro rata share of the costs, as determined in the sole and absolute discretion of the Declarant, of operating, managing and maintaining the Boulevard and the PRD Property (along with any improvements constructed thereon), which pro rata share shall be based on the following ratio: number of Lots in the Community over the number of total existing lots in Deer Creek Golf & Tennis RV Resort, Master Plan including all current and future phases or units, as platted in the public records of Polk County, Florida. The PRD and Boulevard Annual Maintenance Fee will be in the initial amount of \$18.00 per month per Lot (which shall be part of the monthly assessment/charge) beginning as to all Lots on the first day of the month following the recording of the plat of the Community and will be revised each year on or before January 1 in the sole and absolute discretion of the Declarant.

4.9 If any Owner fails to pay any charge or assessment required herein, including but not limited to charges for garbage service, cable service and other utilities, 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, the Declarant may place a lien on that Owner's Lot and such Lot Owner's rights hereunder in order to secure the payment of such monies. If an Owner fails to make such payments Declarant may foreclose the lien in the manner provided for in the foreclosures of mortgages and may obtain a judgment for the amounts due. In any such action or other action to enforce the provision of this lien, including appeals, the Declarant shall be entitled to recover its reasonable attorneys' fees and costs and interest at the highest rate permitted by law. The lien provided for herein shall be inferior to any third party institutional financing on the Lot.

4.10 All Owners of Lots, by the acceptance of their deed, together with their heirs, successors and assigns, agree to take title subject to and be bound by this Declaration and all amendments thereto, and to pay the charges and assessments and increases of such charges and assessments as set forth herein. All Owners by acceptance of a deed to their Lot approve this Declaration including specifically the charges and assessments and increases thereto provided for herein and explicitly acknowledge that such charges and assessments and permitted increases thereof, are reasonable and fair, taking into consideration the nature of the Community and all other benefits to be derived by the Owners as provided for herein.

4.11 Purchasers of Lots and all Owners further agree and acknowledge, by the acceptance of their deeds, and the payment of the purchase price therefor, that said purchase price was solely for the purchase of said Lot or Lots, and that said purchasers, their heirs, successors and assigns, shall not have any right, title or claim or interest in and to the utilities, recreational areas and facilities contained within or outside of the Community and not conveyed to the Owner except as specifically set out herein, by reason of the purchase of each's Lot, it being specifically agreed that Declarant, its successors and assigns, are the sole and exclusive owners of the foregoing, with the only ownership right of the Owner being his Lot.

4.12 Declarant reserves the right to enter into management agreements with any person, firm or corporation to maintain and operate the utilities and other portions of the Community in which the Declarant herein undertakes an obligation to maintain, and for the operation and maintenance of any recreational facilities and the operation of the Association. Declarant agrees, however, that any such contractual agreements between the Declarant and a third party shall be subject to all of the terms, covenants and conditions of this Declaration. Upon the sale or other transfer or assignment by Declarant of its rights and interests under this Declaration or of its interest in the Subject Property included within the Community, Declarant shall be relieved of all existing and further liability hereunder. Declarant further reserves the right to enter into agreements with the Association, or such other person(s) or entity(ies), as Declarant chooses in its sole and absolute discretion, pertaining to the operation and maintenance of property within the Community, including without limitation, the streets shown on any plat of the Community.

5. SALE OF PROPERTY.

5.1 No Owner shall solicit prospective purchasers of his Lot which have been

brought into the Subdivision by the Declarant or otherwise solicited by the Declarant (or a realtor approved and authorized by Declarant in its sole and absolute discretion) or any subsidiary or affiliate thereof. Each Owner shall not interfere with any prospective or existing contractual relationship involving the Declarant and a customer of Declarant and any breach of the provisions of this paragraph by an Owner shall entitle the Declarant to bring an action for injunction and for damages against the Owner and Declarant shall be entitled to recover reasonable attorneys' fees, court costs and all other expenses of litigation. Until such time as Declarant no longer owns any Lot within the Community, only Declarant and any realtor chosen and authorized by Declarant in its sole and absolute discretion shall have the right to list, market or show any Lot or property within the Community. So long as Declarant owns any Lot within the Community, realtors other than those chosen and authorized by Declarant in accordance with the immediately preceding sentence are expressly prohibited from listing, marketing or showing any Lot or property within the Community. By taking title to his Lot, each Owner expressly acknowledges and agrees to be bound by this Section 5.1.

5.2 The Declarant shall have the unilateral right, privilege, and option (but not the obligation), to utilize and transfer any of the Lots in the Community in a manner which is beneficial to the Community. The Declarant shall have the unilateral right, privilege, and option (but not the obligation), to transfer ownership or tenancy in the Lots on any basis, including but not limited to sales, leasing or renting on a temporary basis, or creating memberships in the Subject Property. The Declarant shall determine the type of ownership for each Lot, and this decision shall be at the sole and absolute discretion of the Declarant, and all Owners agree to abide thereby.

6. ENFORCEMENT.

Notwithstanding anything to the contrary contained herein, if any Owner or person in possession of a Lot or Lots shall violate, or attempt to violate, any of the covenants, conditions and restrictions herein, it shall be lawful for the Declarant, in its sole and absolute discretion, to prosecute any proceedings at law or in equity, against any such person or persons violating or attempting to violate any such covenants, conditions or restrictions, either to prevent him or them from so doing, or to recover damages for such violation. Costs of such proceedings, including reasonable attorneys' fees, shall be paid by the Owner. Any monies owed to Declarant by an Owner resulting from the foregoing shall entitle Declarant to a judgment for damages and a lien on Owner's Lot which can be foreclosed upon by Declarant. The venue for such legal proceedings shall be in Polk County, Florida.

7. MATTERS RELATING TO THE ASSOCIATION; ASSESSMENT RIGHTS FOR STREETS.

7.1 Every Owner shall have a right and easement of enjoyment in and to the streets shown on any plat of the Community which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to assess to each Owner that Owner's pro rata share of the costs of repair, upkeep and replacement of the streets within the Community, except as limited herein.

B. The right of the Association to dedicate or transfer all or any part of the streets to any public agency authority for such purposes and subject to such conditions as may be agreed to by the members, subject to Declarant's rights hereunder. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members of the Association has been recorded.

7.2 Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

7.3 **Creation of the Lien and Personal Obligation of Assessment.** Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, hereby covenants and agrees to pay the Association: (i) monthly assessments or charges and (ii) special assessment for capital improvements as established by the Association as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The assessment and lien provisions of this Section 7 shall not apply to any Lot or other property owned by Declarant or by any successor Declarant succeeding to all or a portion of Declarant's rights herein, whether by assignment, in reorganization, or by other arrangement. Notwithstanding anything to the contrary contained herein, until the Turnover Date, the Declarant covenants to subsidize the general operating expenses of the Association, by contributing the difference, if any, between net operating expenses and all income of the Association including but not limited to assessment income from Members other than the Declarant, interest income and income from ancillary operations. Declarant, however, shall not be obligated to contribute to or pay for funding any reserves for capital expenditures or deferred maintenance, capital improvement fund, or special assessments, if any. Declarant's rights and obligations hereunder may be assigned to a successor Declarant. During the period of Declarant control, in return for subsidizing the general operating expenses of the Association, any net operating profit made by the Association, will revert back to the Declarant to offset existing and future capital improvements, operating expenses, support costs, and start-up costs. Net operating profit shall mean the amount by which income from all sources of the Association exceeds operating costs and expenses, but excluding depreciation expense and amortization expense.

7.4 **Purposes of Assessments:**

A. To promote the health, safety, and welfare of the Owners and residents of the Community and for the improvement and maintenance of the streets;

B. For the improvement, maintenance, protection, security and operation of the Association and the Association equipment and facilities, if any, the Conservation Areas, if any, and the Surface Water Management System Facilities, if applicable and if necessary;

C. Where deemed desirable by the Declarant (so long as Declarant owns any Lot within

the Community) and subsequent thereto, the Board of Directors, to provide services of general benefit to the Owners and residents either on a Community-wide basis or otherwise;

D. To pay the operating expenses of the Association; and

E. For such other purposes and use as are authorized by the Governing Documents as amended from time to time.

7.5 Assessment. The initial annual assessments against Owners by the Association shall be Zero Dollars (\$0.00) per Lot.

7.6 Vote. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment permitted in this Section 7 may be increased each year above the assessments for the previous year by a vote of a majority of the membership who are voting in person or by proxy at a meeting duly called for this purpose.

7.7 Special Assessments for Capital Improvements. In addition to the annual assessment authorized in this Section 7, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the streets, provided that any such assessment shall have the assent of two-thirds (2/3) of all members who are voting in person or by proxy at a meeting duly called for this purpose.

7.8 Notice and Quorum for any Action Authorized under Sections 7.6 and 7.7. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.6 and 7.7 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting.

7.9 Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis.

7.10 Date of Commencement of Annual Assessments: Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the first day of each month following the conveyance of any Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

7.11 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner

may waive or otherwise escape liability for the assessments provided for herein by non-use of the streets or abandonment of his Lot.

7.12 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien by such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.13 Taxes and Insurance. The Association shall at all times pay the real property ad valorem taxes, if any, assessed against the streets, together with any other governmental liens which may be assessed against the streets. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the streets. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and owners of record and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine not inconsistent with any provisions of these Declarations. The Board of Directors of the Association may obtain such other type of insurance as they deem advisable and as may be required pursuant to Florida law.

7.14 Capital Improvements. At all times hereafter, all capital improvements to the streets shall require the approval of two-thirds (2/3) of all Members who are voting in person or by proxy at a meeting duly called for this purpose and shall require the consent of the Declarant (until such time as Declarant no longer owns any Lot within the Community).

7.15 Association Membership Voting Rights. Every Owner of record legal title to a Lot within the Community shall be a Member of the Association as further described in Section 7.15.1 below. The Declarant shall hold Declarant membership as provided for in Section 7.15.1(B) below. Membership is appurtenant to, and may not be separated from ownership of a Lot. The rights, powers, duties and privileges of Members shall be as set forth in this Declaration, and in the Articles of Incorporation of the Association attached hereto as **Exhibit "D"**, as they may be amended from time to time and the Bylaws of the Association attached hereto as **Exhibit "E"**, at they may be amended from time to time.

7.15.1. Classes of Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Association will initially have two (2) classes of voting membership, as follows:

(A) Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners of each Lot shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Any Member who is delinquent in the payment of any charges, assessments or otherwise, duly levied by the Declarant or Association against the Lot shall not be entitled to vote until all such charges

together with any penalties imposed have been paid. Class A Members shall be obligated to timely pay all charges and assessments in the amount established by the Declarant or Board of Directors. A membership shall not be transferable other than through the sale, lease or conveyance of the record legal title to the Lot to which it is appurtenant.

(B) Class B Members shall consist of the Declarant and its successors and assigns and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier ("Turnover Date"):

- (a) at such time as Declarant has sold one hundred percent (100%) of the Lots in the Community to Owners who are not a successor Declarant; or
- (b) when Declarant, in its sole and absolute discretion, so determines.

Upon the earliest to occur of (a) or (b) in this Section 7.15.1(B), Declarant shall record an instrument in the public records of Polk County, Florida, which expresses that the Class B membership has ceased and shall be converted to Class A membership.

Notwithstanding the foregoing and anything to the contrary contained herein, Declarant shall be entitled to elect all of the members of the Board of Directors of the Association until three (3) months after ninety percent (90%) of the Lots in the Community have been conveyed to Owners other than a successor Declarant. Upon the occurrence of the date set forth in the immediately preceding sentence, Members other than the Declarant shall be entitled to elect at least a majority of the members of the Board of Directors of the Association; however Declarant shall have the right, but not the obligation, to appoint at least one (1) member of the Board of Directors (so long as Declarant holds for sale in the ordinary course business at least five percent (5%) of the Lots in the Community).

All of the Declarant's other rights and privileges as the Declarant, as set forth elsewhere in this Declaration or in the Bylaws or the Articles of Incorporation, shall continue as long as the Declarant holds any property within the Community for sale in the ordinary course of business. If the Declarant conveys undeveloped property within the Community to a successor Declarant, the Declarant may assign its Declarant membership and/or some or all of its voting rights and privileges to the successor Declarant.

8. RIGHTS OF DECLARANT. In addition to those provided elsewhere in the Governing Documents, the Declarant shall have the following rights and privileges:

8.1 Sales Activity. In addition to and notwithstanding anything to the contrary contained herein, while one or more Lots are for sale in the ordinary course of business, the Declarant shall have the right to use those Lots and any unsold portion of the Subject Property to establish, modify, maintain and utilize, as it deems appropriate, models, sales offices, or other offices for use in selling or providing warranty services to any part of the Community including temporary trailers or other structures used for sales marketing or construction purposes. No Owner (including any Owner that may be a realtor) may interfere with, or do anything detrimental to, the Declarant's

sales efforts. Without limiting the generality of the foregoing, the Declarant and its designees may show Lots and models and the Subject Property to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of the Community.

8.2 Assignment of Rights to Successor Declarant. Except as otherwise specifically provided herein, Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created in or provided for by this Declaration. Such assignment shall not in any way lessen the Declarant's rights with respect to property not subject to such assignment.

8.3 Security Non-Liability of Declarant and Association.

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE ASSOCIATION OR THE DECLARANT ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE ASSOCIATION OR THE DECLARANT SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM ANY CRIMINAL ACTIVITY OCCURRING IN THE COMMUNITY. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

8.4 Waiver and Disclaimer Regarding Golf Course. The golf course, or any portion thereof, located in the Community or on property as reflected on the Deer Creek Golf & Tennis RV Resort, Master Plan, will be owned by Declarant or its affiliates. However, notwithstanding the foregoing, the golf course may be owned by an entity unrelated to Declarant. Declarant makes no representations or warranties of any kind associated with the golf course and the inherent risks associated with the golf course. Each Owner waives any claim for damages against the owner of the golf course, whether the Declarant or otherwise, and its agents and employees to the Owner or his Lot, Motor Home or any other improvements or structures located upon his Lot arising from the operation of the golf course, e.g., a golf ball leaving the golf course and striking a Lot, Motor Home or any other improvements or structures located thereon.

8.5 Miscellaneous.

(A) Declarant shall have the right and the power to regulate and control the external design and appearance of the Subject Property:

(1) Promote a quality environment which will preserve the value of the Lots; and

(2) Foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.

(B) The Declarant has the right to replat unsold portions of the Subject Property without the joinder or consent of any Owner.

(C) The Declarant has the right to receive a refund of any and all deposits or other payments made to utility companies or governmental authorities which are refunded in the course of development, even if such refunds occur after the sale of the last Lot in the Community to an Owner other than the Declarant.

8.6 Additions or Withdrawals of Property. Declarant has the sole, exclusive and absolute right and the power, but neither the duty nor the obligation, to record instruments bringing additional lands within the Community even if not presently anticipated and subjecting those lands to the protective covenants, conditions, restrictions or provisions provided for in this Declaration. The Declarant also reserves the right in its sole discretion to withdraw property from submission to this Declaration, except that the Declarant shall not be permitted to withdraw any property after it has been conveyed to an Owner other than the Declarant, without the joinder of the Owner.

8.7 Management Contract and Other Contract. Declarant shall have the right and the power (but neither the duty nor the obligation) to enter into professional management contracts on behalf of the Association before the Turnover Date. Declarant shall have the right and the power (but neither the duty nor the obligation) to enter into contracts with providers for any of the services, maintenance or otherwise, contemplated herein.

8.8 Appointment of Directors. As is set forth herein, Declarant shall be entitled to elect all of the members of the Board of Directors of the Association until three (3) months after ninety percent (90%) of the Lots in the Community have been conveyed to Owners other than a successor Declarant. Upon the occurrence of the date set forth in the immediately preceding sentence, Members other than the Declarant shall be entitled to elect at least a majority of the members of the Board of Directors of the Association; however Declarant shall have the right to appoint at least one (1) member of the Board of Directors (so long as Declarant holds for sale in the ordinary course business at least five percent (5%) of the Lots in the Community).

8.9 Declarant's Inaction. Neither the execution and recordation of this Declaration, nor the creation of the Association or other entity, nor the recordation of any other instrument subjecting any land in the Community to protective covenants, conditions or restrictions or other provisions, shall obligate or require:

(A) Declarant to grant any right, power, duty or privilege of any nature or kind to the Association or to any other entity; or

- (B) Declarant, the Association or any other entity, to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

8.10 Rules and Procedures for Entry. The Declarant in its sole and absolute discretion, may for so long as it owns Lots in the Community limit or refuse entry to salesmen, vendors, or realtors not approved by Declarant. To the extent necessary or desirable, Declarant may set entry rules and procedures for entrance into the Community in its sole and absolute discretion, including without limitation, limiting or refusing entry to the parties and/or individuals referenced in the immediately preceding sentence.

8.11 Lighting District. The Declarant, through the entity supplying electricity to the Subject Property, intends to establish a lighting district ("Lighting District"). However, notwithstanding the immediately preceding sentence, Declarant shall not be obligated to establish a Lighting District. All Owners consent to the establishment of the Lighting District, and will execute any necessary documents to do so. Each Owner additionally irrevocably appoints the Declarant as each's attorney-in-fact to execute the foregoing documentation as Declarant deems appropriate in its sole and absolute discretion.

9. SURFACE WATER MANAGEMENT SYSTEM FACILITIES. As of the date of recording of this Declaration, the Declarant is responsible for the operation and maintenance of the Surface Water Management System Facilities, including without limitation, Tract A as shown on the plat of the Community. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the environmental resource permit pertaining to the Community as approved by the District ("Environmental Resource Permit"). The Declarant may at any time in its sole and absolute discretion (but shall not be obligated to do so) transfer the Surface Water Management System Facilities and the responsibility for the operation and maintenance of same to the Association. The Association shall be obligated to accept any such conveyance and transfer of responsibilities. Any such conveyance and transfer of responsibilities shall be accomplished in accordance with Environmental Resource Permit and the rules and regulations of the District. Upon the occurrence of any such conveyance and transfer of responsibilities, this Declaration shall be amended to the extent necessary to comport with the District's rules and regulations, including without limitation, the addition of any then-applicable provisions pertaining to the Surface Water Management System Facilities.

10. WATER RETENTION PONDS.

10.1 No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in, any portion of any water management area including, but not limited to ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Declarant which permission shall be in Declarant's sole and absolute discretion. Notwithstanding the immediately preceding sentence and anything to the contrary contained herein, Declarant may place structures (including docks) on such lands without any Owner's consent.

10.2 No Owner or other person shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Non-exclusive easements therefor are hereby specifically reserved and created.

10.3 No Lot shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person other than Declarant (and the Association following the Turnover Date, if applicable) shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Declarant prior to the Turnover Date. No person other than the Declarant may draw water for irrigation or other purposes from any lake, pond or other water management area.

10.4 The Conservation Areas, if any, will initially be the responsibility of the Declarant, unless and until such time as the responsibility for same is transferred from Declarant to the Association.

NO PERSON OTHER THAN THE ASSOCIATION (SUBJECT TO AUTHORIZATION BY DECLARANT PRIOR TO THE TURNOVER DATE, IF NECESSARY) MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

10.5 Nothing in this Section 10 shall be construed to allow any person to construct any new water management facility, or to alter the Surface Water Management System Facilities or Conservation Areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the District.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS, WHICH ARE PROTECTED UNDER APPLICABLE ENVIRONMENTAL PERMITS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE ENVIRONMENTAL PERMIT OR GOVERNMENTAL REGULATIONS, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING WITHOUT LIMITATION MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE DECLARANT OR THE ASSOCIATION SHALL INSTALL AND MAINTAIN AS NECESSARY, SIGNAGE REQUIRED BY ANY ENVIRONMENTAL PERMIT.

10.6 Conservation Areas. The Declarant shall initially be responsible for the maintenance and regulatory compliance of all Conservation Areas in the Community, regardless of where located, in accordance with rules, regulations and permitting requirements set forth by Polk County and other permitting agencies, including the District. No person shall undertake or perform any activity in Conservation Areas described in the approved permits or plats of the Community, or remove native vegetation that becomes established within the Conservation Areas. Prohibited

activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Unit or other structure. "Removal of native vegetation" includes dredging, application of herbicides, and cutting.

10.7 Open Space. Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Association, the Association shall preserve and maintain such land. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.

11. DURATION OF COVENANTS; AMENDMENT.

11.1 Duration of Covenants. The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the Subject Property, and shall inure to the benefit of and be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the public records of Polk County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, until terminated as provided below.

11.2 Termination. This Declaration may be terminated at any time after the initial period set forth in Section 11.1 hereof if not less than eighty percent (80%) of the voting interests of all classes of the Members of the Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President and Secretary or the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of Polk County, Florida and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records of Polk County, Florida.

11.3 Amendments. Subject to the provisions hereof, this Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4) of the voting interests.

11.4 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

11.5 Vote Required. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for that purpose by at least two-thirds (2/3) of the voting interests of each class of Members present and voting, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.

11.6 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to this Declaration, which certificate shall be executed by the President and/or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Polk County, Florida. The certificate must set forth the location in the public records of Polk County, Florida where this Declaration was originally recorded.

11.7 Provision. Regardless of any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, can be effective to change the Declarant's responsibilities for the Surface Water Management System Facilities and the Conservation Areas, if any, unless the amendment has been consented to in writing by the Declarant. Any amendments to this Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the District, to the extent necessary, and shall be accomplished in accordance with the rules and regulations of the District.

11.8 Exceptions. Whether in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3) or more of the voting interests of the Members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action. This provision does not apply to amendments by the Declarant.

11.9 Amendment of Provision Relating to Declarant. As long as Declarant owns any Lot within the Community, no amendments shall have the effect of changing any provision relating specifically to the Declarant without its prior written consent, which consent shall be in its sole and absolute discretion.

11.10 Amendment by Declarant. Notwithstanding the foregoing and anything to the contrary contained herein, and in addition to any other right of amendment or modification provided for in this Declaration, 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 this Declaration, and any recorded exhibit hereto. Declarant shall not be bound by the amendment requirements set forth in this Declaration, including without limitation, the procedural, required vote and recording of certificate requirements set forth above. The right set forth in this Section 11.10 shall expire at such time as no Declarant owns any Lot within the Community.

11.11 Limitations. No amendment to any of the Governing Documents shall be effective to change any Member's voting rights as set forth in the Bylaws, or the provisions of this Declaration, unless all Members affected first consent in writing to said amendment.

12. INSURANCE; RECONSTRUCTION AFTER CASUALTY

12.1 Duty to Insure and to Reconstruct or Clean Up. Each Owner shall at all times maintain adequate property insurance on his Motor Home and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Motor Home or other improvements located on any Lot is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner shall:

(A) Cause repair or replacement to be commenced within three (3) months after the date such damage or destruction occurred, and complete the repair or replacement within three (3) months thereafter. All such repairs or replacements must be approved in writing by the Declarant (prior to the Turnover Date and the Association subsequent thereto). Unless changes are approved by the Declarant or Association, as applicable, the Owner must restore the damaged property to substantially the same configuration as existed before the casualty; or

(B) Promptly cause all debris, damaged improvements, and their unsightly materials to be removed from the site.

12.2 Failure to Comply. If any Owner fails to comply with Section 12.1 above within the time periods provided, the Declarant or the Association, as applicable, shall be deemed to have been granted the right by the Owner as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original conditions, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Declarant or the Association, as applicable, exercises the rights afforded to it by this Section 12, the Owner shall be deemed to have assigned to the Declarant or Association, as applicable, any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Declarant or Association, as applicable, shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot to secure payment.

12.3 Flood Insurance. The Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property, if any, in designated hazard areas, up to the full insurable value or maximum coverage available.

12.4 Property Insurance. The Association shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the property owned by Association, if any.

12.5 Liability Insurance. The Association shall maintain adequate public liability insurance coverage for all real property owned by the Association, if any.

12.6 Bonding. The Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Association funds, as it may deem appropriate and to the extent required under Florida law.

12.7 Declarant's and Association's Right of Entry. For the purpose of performing the duties authorized by this Section 12, the Declarant or Association, as applicable, through their duly authorized agents and employees shall have the right to enter upon any Lot at reasonable hours and perform such duties.

13. GENERAL AND PROCEDURAL PROVISIONS.

13.1 Other Documents. Declarant and the Association shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents; however, this Declaration and its provisions shall prevail in all events of conflict.

13.2 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

13.3 Merger or Consolidation of Associations. Upon a merger or consolidation of the Association with another corporation as provided by law, or with a community development district (contemplated under Chapter 190, Florida Statutes, 2004) ("CDD"), the Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or CDD, or alternatively, remain the rights, obligations and property of the Association as the surviving corporation. The surviving or consolidated corporation or CDD may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

13.4 Dissolution. If the Association is dissolved other than by a merger or consolidation as provided for above, each Lot shall continue to be subject to the assessments and charges set forth and contemplated herein, and each Owner shall continue to be personally obligated to Declarant and/or the successor or assigns of the Association (as the case may be) for such assessments and charges to the extent that such assessments and charges are required to enable Declarant or any such successor or assigns acquiring any real property previously owned by the Association to properly maintain, operate and preserve it and the Lots within the Subject Property.

13.5 Gender; Number. Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any one gender shall be deemed to include both genders.

13.6 Notices.

(A) **To Declarant.** Notices to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the State of Florida, Secretary of State, or at any other location designated by Declarant.

(B) **To the Association.** Notices to the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the State of Florida, Secretary of State, or at any other location designated by the Association.

(C) To Owners. Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of Polk County, Florida.

13.7 Construction. The provisions of this Declaration shall be liberally interpreted and construed in favor of the Declarant to provide maximum flexibility consistent with the general development plan and the purposes set forth herein. In no event shall any ambiguity in this document be interpreted against the Declarant based upon the fact that the Declarant prepared this document. Any ambiguity shall be interpreted in such a fashion as to further the intent of the Declarant.

13.8 Captions, Headings and Titles. Captions, headings, capitalization of certain words, and titles inserted throughout this Declaration and the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of this Declaration and the Governing Documents.

13.9 Interpretation. The Declarant, until the Turnover Date and the Board of Directors of the Association thereafter, shall be responsible for interpreting the provisions of this Declaration and the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by the Declarant legal counsel or Association legal counsel, as applicable, that an interpretation adopted by the Declarant or the Board, as applicable, is not wholly unreasonable shall conclusively establish the validity of such interpretation.

13.10 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits shall be governed by the laws of the State of Florida, as they exist on the date of recording this Declaration.

13.11 Exhibits. All exhibits described herein and attached hereto are by this reference fully incorporated into and made a part of this Declaration.

13.12 Recitals. The recitals set forth above shall be incorporated into the body of this Declaration.

13.13 Conveyance of Responsibilities and Property by Declarant. At any time the Declarant, in its sole and absolute discretion, may convey any and all property owned by it in the Community together with Declarant's responsibilities described in these Declarations to the Association or the Owners. The Association and/or Owners may not object to and must accept such conveyance of property and/or responsibilities.

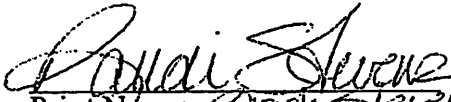
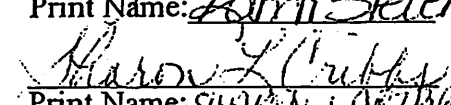
13.14 No Waiver. Any time under this Declaration that the Declarant may give its prior written approval or consent to any action hereunder, the fact that Declarant may have previously given its approval or consent to another Owner or even to the Lot Owner on a different occasion shall not be construed as or be any precedence and shall not in any way be deemed to be a waiver of the requirement of Declarant's prior written approval or consent.

Rights Limited to Express Terms of Governing Documents. Every Member of the Association acknowledges that his or her rights, duties or obligations are limited to the express terms of the Governing Documents as may be amended from time to time. Every prospective Member should make his decision to purchase within the Community based upon the representations as set out in the Governing Documents which contain the entire understanding of the parties and no prior or present agreements or representations shall be binding upon the Declarant unless included in the Governing Documents.

IN WITNESS WHEREOF, DEER CREEK, LTD., a Florida limited partnership hereby executes this Declaration.

WITNESSES:

"DECLARANT"


Print Name: Armi Stevens

Print Name: SHARON L. CRIGGS

DEER CREEK, LTD., a Florida limited partnership

By: Deer Creek, Inc., a Florida corporation, its
general partner

By: 
Lawrence T. Maxwell, its President

STATE OF FLORIDA:
COUNTY OF POLK :

The foregoing instrument was executed before me this 28th day of February, 2005,
by Lawrence T. Maxwell as 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.

(Seal)



Deranda R. Stevens
MY COMMISSION # DD074750 EXPIRES
November 27, 2005
BONDED THRU TROY FARM INSURANCE, INC.


Notary Public, State of Florida


Print Name

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

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 northeast corner of Lot 572, DEER CREEK GOLF AND TENNIS RV RESORT PHASE THREE-A, as recorded in Plat Book 102, Pages 16-18, Public Records of Polk County, Florida, for the Point of Beginning said point being on a curve to the left having a radius of 610.00 feet, a central angle of $67^{\circ}12'15''$, a chord bearing of North $33^{\circ}40'27''$ East, and a chord distance of 675.17 feet; thence Northeasterly along the arc of said curve and the southerly line of an access easement recorded in Official Records Book 2528, Page 1437, a distance of 715.49 feet to a point on the north line of a parcel of land recorded in Official Records Book 3364, Page 0487, Public Records of Polk County, Florida; thence South $89^{\circ}55'42''$ East along said north line, 45.00 feet; thence South $76^{\circ}22'33''$ East along said north line, 943.27 feet to the east line of said parcel, also being the east line of the Southwest 1/4 of the Northwest 1/4 of said Section 17; thence South $00^{\circ}04'18''$ West, along said east line, 725.00 feet to the southeast corner of said parcel, also being the southeast corner of said Southwest 1/4 of the Northwest 1/4; thence North $89^{\circ}54'39''$ East, along the north line of said parcel and the north line of the Northeast 1/4 of the Southwest 1/4 of said Section 17, a distance of 41.29 feet to a point on a non-tangent curve to the left having a radius of 910.00 feet, a central angle of $08^{\circ}14'41''$, a chord bearing of South $21^{\circ}15'11''$ East, and a chord distance of 130.84 feet; thence southerly along the arc of said curve 130.95 feet to the Point of Tangency; thence South $25^{\circ}22'31''$ East, 71.72 feet; thence South $81^{\circ}15'28''$ East, 233.01 feet; thence South $21^{\circ}15'28''$ East, 92.38 feet; thence South $51^{\circ}39'59''$ West, 21.94 feet to a point on a non-tangent curve to the right having a radius of 60.00 feet, a central angle of $17^{\circ}04'33''$, a chord bearing of South $29^{\circ}47'44''$ East, and a chord distance of 17.82 feet; thence southeasterly along the arc of said curve 17.88 feet to the Point of Tangency; thence South $21^{\circ}15'28''$ East, 56.38 feet to the Point of Curvature of a curve to the left having a radius of 290.00 feet, a central angle of $04^{\circ}37'57''$, a chord bearing of South $23^{\circ}34'27''$ East, and a chord distance of 23.44 feet; thence southeasterly along the arc of said curve 23.45 feet; thence South $64^{\circ}06'35''$ West, 20.00 feet; thence North $81^{\circ}15'28''$ West, 350.47 feet; thence North $90^{\circ}00'00''$ West, 133.35 feet to a point on a non-tangent curve to the right having a radius of 148.08 feet, a central angle of $30^{\circ}20'28''$, a chord bearing of South $01^{\circ}13'15''$ West, and a chord distance of 77.50 feet; thence southerly along the arc of said curve 78.42 feet to the Point of Tangency; thence South $16^{\circ}23'29''$ West, 8.34 feet to the northerly line of Tract "D", DEER CREEK GOLF AND TENNIS RV RESORT PHASE THREE G, as recorded in Plat Book 105, Pages 31, 32 and 33, Public Records of Polk County, Florida; thence North $62^{\circ}49'53''$ West, along said northerly line of Tract "D", 20.98 feet to a point on a non-tangent curve to the left having a radius of 140.00 feet, a central angle of $43^{\circ}02'38''$, a chord bearing of North $05^{\circ}11'59''$ West, and a chord distance of 102.72 feet; thence northerly along the arc of said

curve 105.18 feet to the Point of Tangency; thence North 26°43'18" West, 45.71 feet; thence South 43°37'27" West, 91.49 feet to a point on a non-tangent curve to the right having a radius of 2370.07 feet, a central angle of 04°26'10", a chord bearing of North 18°35'38" West, and a chord distance of 183.46 feet; thence northeasterly along the arc of said curve 183.50 feet to the Point of Tangency; thence North 16°22'33" West, 83.99 feet; thence North 76°22'33" West, 11.55 feet; thence North 16°22'33" West, 810.00 feet; thence North 76°22'33" West, 277.07 feet to a point on a non-tangent curve to the right having a radius of 816.54 feet, a central angle of 17°54'28", a chord bearing of South 24°43'18" West, and a chord distance of 254.17 feet; thence southwesterly along the arc of said curve 255.21 feet; thence North 82°32'33" West, 11.18 feet to a point on a non-tangent curve to the right having a radius of 790.00 feet, a central angle of 25°25'12", a chord bearing of South 46°52'14" West, and a chord distance of 347.63 feet; thence southwesterly along the arc of said curve 350.49 feet; thence South 18°48'18" West, 47.67 feet; thence South 65°07'09" West, 52.18 feet to the southerly extension of the easterly line of said DEEK CREEK GOLF AND TENNIS RV RESORT PHASE THREE-A; thence North 49°53'16" West, along said southerly extension and the easterly line of said DEER CREEK GOLF AND TENNIS RV RESORT PHASE THREE-A, 125.22 feet to a point on a non-tangent curve to the right having a radius of 710.00 feet, a central angle of 00°55'50", a chord bearing of South 70°34'39" West, and a chord distance of 11.53 feet; thence southwesterly along said easterly line and the arc of said curve 11.53 feet; thence North 18°57'26" West, along said easterly line, 20.00 feet; thence North 07°16'34" East, along said easterly line, 90.66 feet to the Point of Beginning.

Said parcel containing 17.00 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE 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°23'30", a chord distance of 233.03 feet and a chord bearing of North 57°08'11" East;

thence northeasterly along the arc of said curve and said north line of PHASE TWO, 233.56 feet; thence North 61°59'23" East, 115.82 feet; thence North 60°17'56" East, 115.00 feet to the northerly projection of the east line of said PHASE TWO; thence South 29°42'04" East along said northerly projection and said east line, 80.00 feet; thence South 60°17'56" West, 115.00 feet; thence South 62°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°17'28", a chord distance of 212.77 feet, and a chord bearing of South 57°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°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°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.

AND

A parcel of land being in the Southwest 1/4 of Section 17, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the Northeast corner of DEER CREEK GOLF AND TENNIS RV RESORT PHASE TWO, as recorded in Plat Book 86, Pages 50 and 51, Public Records of Polk County, Florida, for the Point of Beginning, said point being South 89°50'47" West, along the south line of said Section 17, a distance of 1608.71 feet and North 00°09'13" West, 1877.82 feet from the Southeast corner of the Southwest 1/4 of said Section 17; thence North 60°17'56" East, 2.30 feet; thence North 27°10'07" East, 372.97 feet; thence South 62°49'53" East 50.00 feet; thence South 27°10'07" West, 351.25 feet; thence South 60°17'56" West 47.81 feet to the east line of said DEER CREEK GOLF AND TENNIS RV RESORT PHASE TWO; thence North 29°42'04" West, along said east line, 30.00 feet to the Point of Beginning. Said parcel containing 18857 square feet, more or less.

EXHIBIT "C"

LEGAL DESCRIPTION OF THE 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°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°55'50" West along said easterly line 193.89 feet; thence North 33°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°17'10" East along said southerly line, 276.02 feet; thence South 37°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°43'54", a chord distance of 166.00 feet, and a chord bearing of South 07°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°39'27", a chord distance of 177.05 feet, and a chord bearing of South 50°46'43" East; thence Southeasterly along the arc of said curve 188.44 feet thence South 28°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°11'20", a chord distance of 194.83 feet, and a chord bearing of South 56°02'06" West; thence along the arc of said curve 195.14 feet to the point of tangency; thence South 50°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°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; 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°50'26", 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 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°00'59", a chord distance of 63.43 feet, and a chord bearing of South 60°47'58" West; thence southwesterly along the arc of said curve 63.44 feet to the point of tangency; thence South 62°48'27" West, 41.46 feet; thence South 27°29'16" East, 234.37 feet; thence North 62°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°00'35", a chord distance of 26.22 feet, and a chord bearing of North 28°28'06" West; thence northwesterly along the arc of said curve 26.23 feet to the point of tangency; thence North 30°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°14'08", a chord distance of 49.60 feet, and a chord bearing of North 76°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.

EXHIBIT "D"
ARTICLES OF INCORPORATION
OF
DEER CREEK GOLF & TENNIS RV RESORT
PHASE III - C AND D [REGAL POINTE] HOMEOWNERS' ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D [REGAL POINTE] HOMEOWNERS' ASSOCIATION, INC. (the "Association").
2. Principal Office. The initial principal office of the Association is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801. The mailing address of the Association is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801. The name of the Registered Agent of the Association is Craig B. Hill.
4. Definitions. A declaration entitled Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] has been or will be recorded in the Public Records of Polk County, Florida (the "Declaration"), and shall govern all of the operations of a community to be commonly known as Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] ("Community"). All initially capitalized terms not defined herein shall have the meanings ascribed thereto in the Declaration.
5. Purpose of Association. The Association is formed to:
 - 5.1. Provide for operation, maintenance and improvement of the streets within the Community.
 - 5.2. Provide for ownership, operation, maintenance and preservation of the Surface Water Management System Facilities. Notwithstanding the foregoing and anything to the contrary contained herein, the rights and obligations of the Association pertaining to the Surface Water Management System Facilities, including without limitation, the operation and maintenance thereof, shall only be applicable at such time and to the extent that the Association becomes responsible for same. The Declarant shall initially be responsible for the operation and maintenance of the Surface Water Management System Facilities and Declarant in its sole and absolute discretion may transfer such responsibility to the Association.

5.3. Perform the duties delegated to it in the Declaration.

5.4. Administer the interests of the Association and the Owners.

5.5. Promote the health, safety and welfare of the Owners.

5.6. Collect assessments and other amounts due, if any, to the Association and remit the same to the Association.

6. Not For Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

7. Powers of Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to the following:

7.1. To perform all the duties and obligations of the Association set forth in the Declaration, these Articles of Incorporation ("Articles"), and the Bylaws of the Association ("Bylaws") and to take any other action necessary for the purposes for which the Association is organized.

7.2. To enforce and interpret, by legal action or otherwise, the provisions of the Declaration, these Articles, and the Bylaws, and the rules, regulations, covenants, restrictions and/or agreements governing or binding the Association and the Community, either for the benefit of the Association, directly, or in conjunction with, or on behalf of, the Owners.

7.3. To operate, maintain and improve the streets within the Community and to promote rules and regulations for use of the Subject Property.

7.4. As applicable, to operate and maintain the Surface Water Management System Facilities, which includes, without limitation, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, subject to the rules and regulations of Southwest Florida Water Management District

7.5. To fix, levy, collect and enforce payment, by any lawful means, of all assessments payable pursuant to the terms of the Declaration, these Articles, and the Bylaws, except those assessments and charges to be fixed, levied and collected by Declarant as set forth in the Declaration.

7.6. To fix, levy, collect, and enforce payment, by any lawful means, of all fines imposed in accordance with Florida Statutes, Chapter 617 and Florida Statutes, Chapter 720 and the terms of the Declaration, to maintain order within the Community and to encourage observance of the terms of the Declarations, these Articles and the Bylaws

7.7. To pay all Association expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against real or personal property owned by the Association.

7.8. To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property in connection with the functions of the Association except as limited by the Declaration.

7.9. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.10. To dedicate, grant, license, lease, create easements upon, sell or transfer all or any real property of the Association, to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Declaration, if any.

7.11. To participate in mergers and consolidations with other not for profit corporations organized for the same purposes.

7.12. To employ personnel and retain independent contractors to contract for management of the affairs of the Association and the Community as provided in the Declaration and to delegate in such contract all or any part of the powers or duties of the Association.

7.13. To contract for services, if any, to be provided to, or for the benefit of, the Association, Owners, the Surface Water Management System Facilities, if applicable, and the Community, as provided in the Declaration such as, but not limited to, maintenance, garbage pick-up, and utility services.

7.14. To establish committees and delegate certain of its functions to those committees.

7.15. To sue and be sued.

7.16. To contract for services to be provided for operation and maintenance of the Surface Water Management System Facilities, as applicable, and if the Association contemplates employing a maintenance company.

7.17. To require all Owners to be members of the Association.

7.18. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions, or agreements governing the Association and the Community and to take any other action necessary for the purposes for which the Association is organized.

7.19. To have and to exercise any and all powers, rights and privileges which a not for profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

8. Association Lawsuits. The Board shall have no duty to bring any suit against any party and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

9. Membership and Voting Rights. Each Owner and Declarant shall be a Member of the Association. Owners and Declarant shall have the voting rights set forth in the Declaration and the Bylaws, however, the Bylaws shall not be inconsistent with the Declaration.

10. Board of Directors. The affairs of the Association shall be managed by a board of directors having an odd number with not less than three (3) nor more than five (5) members ("Board"). The initial number of directors shall be three (3). The names and addresses of the initial directors of the Association are as follows:

George Bochis	500 South Florida Avenue, Suite 700 Lakeland, Florida 33801
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William C. Reynolds	500 South Florida Avenue, Suite 700 Lakeland, Florida 33801
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Ron Baxley	500 South Florida Avenue, Suite 700 Lakeland, Florida 33801
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The members of the Board shall be appointed and/or elected as stated in the Bylaws. The initial members of the Board or successors of the initial members of the Board as appointed in the event of the removal or disability of one or all of said Directors, shall hold office until the next annual meeting of the Members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next annual meeting of the Members and until his or her successor shall have been elected and qualified, or until removed by a majority vote of the Members for misfeasance or malfeasance, at a special meeting of the Members called for that purpose. However, notwithstanding the foregoing or anything to the contrary contained herein, the Declarant shall have the sole and exclusive right to elect and designate all of the Directors until the Turnover Date, as is set forth in the Declaration.

11. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any Owner may petition the Circuit Court having jurisdiction over the Community

for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Surface Water Management System Facilities (if Association is then responsible for the management of same) and any real property owned by the Association in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

12. Duration. The Association shall have perpetual existence; however, if the Association is dissolved, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Surface Water Management System Facilities shall be conveyed to a not for profit corporation similar to the Association, all as applicable.

13. Amendments.

13.1. General Restriction on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever.

13.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, as defined in the Declaration, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain Declarant's prior written consent to any proposed amendment, which consent may be withheld for any reason whatsoever. After receiving the Declarant's consent to the proposed amendment, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. After approval of the amendment by the Board, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the public records of Polk County, Florida.

13.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended at an annual or special meeting called for that purpose by the approval of at least two-thirds (66 2/3 %) of the Board of Directors or the membership of the Association, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.

14. Limitations.

14.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights, and obligations set forth in the Declaration.

14.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, affect or modify the rights of Declarant.

14.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers (individually, "Officer" and collectively, "Officers") as the Board shall from time to time determine. Officers shall be appointed/elected as stated in the Bylaws.


16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, a meeting of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

18. Severability. Invalidation of any of the provisions of these Articles by judgment or court order shall in no way effect any other provision, and the remainder of these Articles shall remain in full force and effect.

19. Conflicts. In the case of any conflict between the Bylaws and these Articles, these Articles shall control; in the case of any conflict between the Declaration and these Articles, the Declaration shall control.

IN WITNESS WHEREOF, I, the undersigned subscribing incorporator, have hereunto set my hand and seal this 28th day of February, 2005, for the purpose of forming this corporation not for profit under the Laws of the State of Florida.

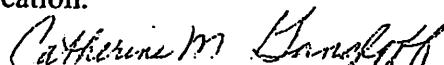


William C. Reynolds, its Incorporator

Address: 500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

STATE OF FLORIDA
COUNTY OF POLK

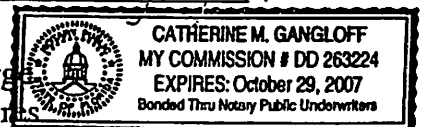
The foregoing Articles of Incorporation were acknowledged before me this 28th day of February, 2005, by William C. Reynolds, as incorporator of DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D [REGAL POINTE] HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation [☒] who is personally known to me or [☐] has produced a Florida driver's license as identification.



Printed Name: Catherine M. Gangloff
Notary Public

(SEAL)

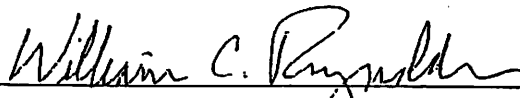
State of Florida at Large
My Commission Expires



**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED**

Pursuant to Florida Statutes, Chapter 48.091 and Chapter 617.0501, the following is submitted, in compliance with said Act:

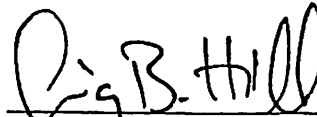
That DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D [REGAL POINTE] HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Articles of Incorporation, at 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801, has named Craig B. Hill, 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801, as its agent to accept service of process within this state.



William C. Reynolds, Its Incorporator

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office. I am familiar with and accept the obligations of Florida Statutes, Chapter 48 and Chapter 617.



Craig B. Hill, Registered Agent

EXHIBIT "E"

**BYLAWS OF
DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D [REGAL POINTE]
HOMEOWNERS' ASSOCIATION, INC.
A FLORIDA NOT FOR PROFIT CORPORATION**

ARTICLE I. NAME AND LOCATION

The name of the corporation is DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D [REGAL POINTE] HOMEOWNERS' ASSOCIATION, INC. The initial principal office of the corporation shall be located at 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801, but meetings of Members and Directors may be held at such places within or outside the State of Florida as may be designated by the Board of Directors. The address of the principal office may be changed from time to time by the Board of Directors.

ARTICLE II. DEFINITIONS

A declaration entitled DECLARATION OF RESTRICTIONS AND COVENANTS OF DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D [REGAL POINTE] has been or will be recorded in the Public Records of Polk County, Florida (the "Declaration"), and shall govern all of the operations of a community to be commonly known as DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D [REGAL POINTE] ("Community"). All initially capitalized terms not defined herein shall have the meanings ascribed thereto in the Declaration.

ARTICLE III. MEMBERS

3.1. Membership in the Association. Every Owner shall be a Member of the Association and membership shall be established as set forth in the Declaration.

3.2. Voting Rights. Voting rights shall be as set forth in the Declaration. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners of each Lot shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Any Member who is delinquent in the payment of any charges duly levied by the Association against the Lot shall not be entitled to vote until all such

charges together with any penalties as the Board of Directors of the Association may impose have been paid.

3.3. Termination of Membership. Membership in the Association terminates when such Member ceases to be an Owner of a Lot.

3.4. Transfer of Membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.5 Membership Records. The Secretary of the Association shall make and currently maintain a complete list of Members of the Association and the number of votes each said Member has at all Association meetings. The Secretary shall maintain to the best of his/her knowledge, information and belief, current mailing addresses for all said Members.

ARTICLE IV. MEETINGS OF MEMBERS

4.1. Annual Meetings. The first annual meeting of the Members for the election of Directors and the transaction of other business shall be held within one (1) year from the date of incorporation of the Association, which date shall be established by appropriate resolution of the Directors. Notwithstanding the foregoing or anything to the contrary contained herein, the Declarant shall have the right to appoint the Directors until the Turnover Date and shall have the rights as set forth in the Declaration pertaining to the election/appointment of Directors subsequent to the Turnover Date. Members shall meet at least once each calendar year, and the meeting shall be the annual meeting. At the first annual meeting of Members, the month for all subsequent annual meetings shall be established and all subsequent annual meetings shall be held on the date and at the time and place that the Directors determine. If the date for any annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

4.2. Special Meetings. Special meetings of Members may be called at any time by the President or by the Board of Directors, or upon written request by a majority of the total number of Members. A special meeting requested by Members shall be called for a date not less than ten (10) nor more than sixty (60) days after the request is made, unless the Members requesting the meeting designate a later date. The Secretary shall issue the call for the meeting, unless the President, the Board of Directors, or the Members requesting the meeting designate another person to do so.

4.3. Place of Meetings. Meetings of Members may be held either within or outside the State of Florida.

4.4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the President, the Secretary, or any one of the Officers (hereinafter defined) or other persons calling the meeting by mailing a copy of such notice, postage prepaid, or electronically delivered at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied in writing by such Member to the Association for the purpose of receiving notice. Further written notice may be given by posting in a conspicuous place in the Community of a notice of the meeting at least fourteen (14) days prior to the meeting. Such notice shall specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting. Business conducted at a special meeting shall be limited to the purposes described in the notice of the meeting.

4.5. Waiver of Notice. A written Waiver of Notice signed by a Member, whether before or after the meeting, shall be equivalent to the giving of such notice. Neither the affairs transacted nor the purpose of the meeting need be specified in the Waiver of Notice. Any certificate to be filed as a result of the members action under this Section shall state that written consent was given in accordance with the applicable provisions of Chapter 617 of the Florida Statutes. The attendance of a Member at a meeting, either in person or in proxy, shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting, the time of the meeting or the manner in which it has been called or convened, unless the Member states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

4.6. Quorum. The presence at a meeting in person or by proxy of Members to cast ten percent (10%) of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, these Bylaws or by law. After a quorum has been established at a Member's meeting, the subsequent withdrawal of Members so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the new time, date and place, until a quorum as aforesaid shall be present or be represented. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

4.7. Proxies. At all meetings of Members, each Member may vote in person or by proxy in the manner provided by law. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. All proxies shall be in writing and filed with the Secretary, or other individual designated by the Board, prior to the start of the meeting. Proxies shall be effective only for the

specific meeting for which originally given, and proxies shall automatically expire ninety (90) days after the date of the meeting for which originally given. Proxies shall be revocable at any time at the pleasure of the Member who executes it, and the proxy of any Owner shall automatically terminate on conveyance by Owner of his or her Lot.

4.8. Action Without Meeting. Any action of the Members may be taken without a meeting, without prior notice and without vote, if a written consent setting forth the action so taken is signed by a majority of the Members of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4.9. Voting Record. If the Association has six (6) or more Members of record, the Officers who have the membership records of the Association shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Association or at the principal place of business of the Association, and any Member shall be entitled to inspect a list at any time during normal business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member at any reasonable time during the meeting.

4.10. Absentee Ballots. Absentee ballots will be permitted in connection with votes on such matters as the Directors shall permit from time to time, including, annual meetings of the Members. In the event absentee ballots are permitted, they will only be available to those Members who are physically absent from Community at the time the meeting is to be held or they have a physical disability or limitation which makes it impossible for them to attend the meeting. If an absentee ballot is permitted, the Directors or the Secretary of the Association shall mail the ballot to the Member who shall return the ballot to the Directors or the Secretary no later than three (3) days prior to the meeting. Any absentee ballot may be revoked at the meeting in the event that the Member voting by absentee ballot is present at the meeting. Absentee ballots may be considered for purposes of establishing a quorum only on those matters voted on in the absentee ballot.

4.11. Order of Business. The order of business at the annual meeting of the Members and as far as practicable at other meetings, shall be:

- (a) call of the roll,
- (b) proof of notice of meeting,
- (c) reading and disposition of any unapproved minutes,
- (d) the report of officers,
- (e) report of committees,

- (f) appointment of inspectors of election,
- (g) election of directors,
- (h) unfinished business,
- (i) new business,
- (j) adjournment.

4.12. Right to Speak. Each Member shall have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Articles of Incorporation, the Declaration or these Bylaws, or any rules adopted by the Board of Directors or by the membership, a Member shall have the right to speak for at least three (3) minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this paragraph.

ARTICLE V. BOARD OF DIRECTORS

5.1 Function. All corporate power shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors. The Directors have a fiduciary relationship to the Members.

5.2. Number. The affairs of the Association shall be managed by a Board of Directors of odd number with not less than three (3) nor more than five (5) members. The initial number of Directors shall be three (3). The initial Directors shall be as set forth in the Articles of Incorporation.

5.3 Qualifications. Directors must be natural persons who are 18 years of age or older but need not be residents of the State of Florida and need not be Members of the Association.

5.4. Term of Office. The present members of the Board of Directors or successors of the present members of the Directors as appointed by them in the event of the removal or disability of one or all of said Directors, shall hold office until the next annual meeting of the Members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next annual meeting of the Members and until his or her successor shall have been elected and qualified, or until removed by a majority vote of the Members for misfeasance or malfeasance, at a special meeting of the Members called for that purpose.

5.5. Compensation. No Director or Officer shall receive compensation for any service he or she may render to the Association. However, any Director or Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

5.6. Election of Directors. Subsequent to the Turnover Date and in accordance with the Declaration, the election of the Directors shall be in the following manner:

(a) No later than two (2) months prior to the annual meeting of the Members, the President shall appoint a nominating committee consisting of a chair person and four (4) other persons who shall be Members in good standing of the Association. The nominating committee shall compile a list of qualified nominees and present a report to the Board of Directors at least twenty-one (21) days before the annual meeting of the Members.

(b) At the annual meeting of the Members, the nominating committee will present their list of qualified nominees to the membership. To qualify to serve as a Director, the person nominated must be eighteen (18) years of age or older, except those designated by the Declarant. Any number of persons may be presented as nominees and nominations may be made from the floor if properly qualified.

(c) Each nominee must either accept or decline the nomination. If unable to be present at the meeting, a letter from the nominee accepting the nomination must be submitted to the Secretary before the meeting. At the annual meeting, the President shall appoint one (1) of the members to be a chairperson for the election committee who will select other Members to assist with the election process and the counting of ballots.

(d) The election shall be by a majority vote and shall be by secret ballot. Election will be by a plurality of votes cast, each person voting being entitled to cast his or her vote for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.7. Annual Meetings. The Board of Directors shall hold its annual meeting at the same place as and immediately following each annual meeting of Members for the purpose of the election of Officers and the transaction of such other business as may come before the meeting. If a majority of the Directors are present at the annual meeting of Members, no prior notice of the annual meeting

of the Board of Directors shall be required. However, another place and time for such meeting may be fixed by written consent of all of the Directors.

5.8. Regular Meetings. Regular meetings of the Board of Directors may be held without notice except for posting of notices as specified in Paragraph 5.12 at such time and at such place as shall be determined from time to time by the Board of Directors.

5.9. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors (if there is one), the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

5.10. Telephone Meetings. Directors may participate in meetings of the Board of Directors by means of a telephone conference or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in persona at such a meeting.

5.11. Action Without Meeting. Any action of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken signed by all of the Directors is filed in the minutes of the Association or the Board of Directors, as applicable. Such consent shall have the same effect as a unanimous vote.

5.12. Notice and Waiver. All meetings of the Board of Directors must be open to all Members except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally, by mail or by facsimile to each Director at his or her address or facsimile number. If mailed, such notice shall be deemed to be delivered three (3) days after being deposited in the United States Mail with postage prepaid. If notice is given by facsimile transmission, such notice shall be deemed to be delivered when the facsimile transmission is delivered as reflected on a facsimile confirmation sheet. Any Director may waive notice of any meeting, whether before, at, or after such meeting by executing a waiver of notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has been called or convened except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened. Notices of all Board meetings must

be posted in a conspicuous place within the Community at least forty eight (48) hours in advance of each Board meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that the assessments will be considered and the nature of the assessments.

5.13. Quorum and Voting. A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers.

5.14. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though it is less than a quorum of the Board of Directors, unless otherwise provided by law or the Articles of Incorporation. However, if applicable, any Director which the Declarant selected shall be replaced by a person designated by the Declarant. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Members.

5.15. Removal. At any meeting of Members called expressly for that purpose, any Director or Directors may be removed from office, with or without cause, by vote of a majority of the Members then entitled to vote at an election of Directors. New Directors may be elected by the Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted upon. If the Members fail to elect persons to fill the unexpired terms of the removed Directors, and if the Members did not intend to decrease the number of Directors to serve on the Board of Directors, then the vacancies unfilled shall be filled in accordance with provisions in these Bylaws for vacancies.

5.16. Resignations. Any Director may resign at any time by submitting a written resignation which shall take effect at the time and as specified in the notice of resignation or if no time is specified, at the time of receipt by the President. The acceptance of a resignation shall not be necessary to make it effective.

5.17. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be presumed to

have assented to the action taken unless he or she votes against such action or abstains from voting because of an asserted conflict of interest.

5.18. Increase of Number of Directors. The number of Directors may be increased by amendment to these Bylaws by the affirmative vote of a majority of the Members at the annual meeting or at a special meeting called for that purpose. The additional Directors may be chosen at such annual meeting by a majority vote of the Members. Such new Directors shall hold office until the next annual meeting and until the election, qualification and taking office of their successors.

5.19. Powers. All corporate powers shall be vested in and exercised under the authority of the Board of Directors and the management and affairs of the Association shall be controlled by the Board of Directors. The Board of Directors shall have all powers given to the Directors by the Articles of Incorporation, these Bylaws, the Declaration and Florida law and in addition shall have powers to:

- (a) Suspend the voting rights of a Member during any period in which such Member shall be delinquent in the payment of any charges duly levied by the Association;
- (b) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation or by other provisions of these Bylaws;
- (c) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors or six (6) regular meetings during any calendar year; and
- (d) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

5.20. Duties. It shall be the duty of the Board of Directors to:

- (a) Supervise all Officers, agents, and employees of the Association and see to it that their duties are properly performed.

- (b) Fix the amount of the annual assessment against each Lot in advance of each annual assessment period, in accordance with the assessment provisions set forth in the Declaration;
- (c) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
- (d) Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.
- (e) Issue, or cause an appropriate Officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board of Directors may impose a reasonable charge for the issuance of these certificates;
- (f) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;
- (g) Cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (h) Perform the maintenance, repair or replacement required to be performed by the Association as provided in the Declaration.

5.21. Petition by Members. If twenty percent (20%) of the total voting interests petition the Board of Directors to address an item of business, the Board of Directors shall at its next regular meeting or at a special meeting of the Board of Directors, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. Notice of the meeting at which the petitioned item shall be addressed shall be provided to the Members by mail, delivery, or electronic transmission and posted in a conspicuous place within the Community not less than fourteen (14) days before the meeting at which said petition shall be heard. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior

to the meeting. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Other than addressing the petitioned item at the meeting, the Board of Directors is not obligated to take any other action requested by the petition.

ARTICLE VI. OFFICERS AND THEIR DUTIES

6.1. Officers. The Officers of this Association shall be a President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers (individually, "Officer" and collectively, "Officers") as the Board shall from time to time determine, each of whom shall be elected by the Board of Directors. A Chairman of the Board of Directors, and such other Officers and assistant Officers as may be deemed appropriate may be elected by the Board of Directors from time to time. Any two (2) or more offices may be held by the same person. Officers need not be residents of the State of Florida and need not be Members of the Association. A failure to elect a President, Secretary or Treasurer shall not affect the existence of the Association.

6.2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his or her successor shall have been duly elected and shall have qualified, or until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided.

6.3. Removal. Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an Officer shall not of itself create contract rights.

6.4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the Board of Directors for the unexpired terms of such offices.

6.5. Duties. The Chairman of the Board, or the President if there is no Chairman of the Board, shall preside at all meetings of the Board of Directors and of the Members. The President shall be the chief executive officer of the Association and shall, in general, control all of the business and affairs of the Association. The Vice President shall, in the case of the absence or disability of the President, perform all of the duties of the President. The Vice President shall perform such other duties as may be assigned by the Board of Directors or the President. The Secretary shall keep a record of the proceedings of the meetings of the Board of Directors and the meetings of the members of the corporation. The Secretary shall also keep an accurate record of the attendance at meetings and shall have charge of the corporate seal and shall affix the corporate seal to such instruments as are authorized by the Board of Directors. The Treasurer shall have charge of the funds of the Association and shall keep a correct account of all monies received and disbursed by the corporation. The Treasurer shall present a financial report to the Board of Directors at each regular Board meeting for the period since the date of the last Board meeting. The Treasurer shall also present a report of the receipts and disbursements for the previous year and a budget for the upcoming year at each annual meeting of the Association. Subject to the foregoing, the Officers of the Association shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by the Declaration, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

6.6. Delegation of Duties. In the absence or disability of any Officer of the Association or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his or her powers or duties to any other Officer or to any other Director.

6.7. Compensation. Officers of the Association shall not receive any compensation for acting as such.

ARTICLE VII. COMMITTEES

7.1. Creation of Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate an Executive Committee and one (1) or more other committees.

7.2. Executive Committee. The Executive Committee (if there is one) shall consult with and advise the Officers of the Association in the management of its affairs and shall have and may

exercise, to the extent provided in the resolution of the Board of Directors creating such Executive Committee, such powers of the Board of Directors as can be lawfully delegated by the Board of Directors.

7.3. Other Committees. Such other committees shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or Committees.

7.4. Meetings. Regular meetings of the Executive Committee and other committees may be held without notice at such time and at such place as shall from time to time be determined by the Executive Committee or such other committees, and special meetings of the Executive Committee or other committees may be called by any member thereof upon two (2) days notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice of Board of Directors' meetings. Notwithstanding the foregoing, meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, shall be preceded by the posting of notice in a conspicuous place in the Community at least forty eight (48) hours in advance of a meeting, except in an emergency.

7.5. Vacancies. Vacancies on the Executive Committee or on other committees shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

7.6. Quorum. At all meetings of the Executive Committee or other committees, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

7.7. Manner of Acting. The acts of a majority of the members of the Executive Committee or other committees present at any meeting at which there is a quorum shall be the act of such committee.

7.8. Minutes. The Executive Committee (if there is one) and the other committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

ARTICLE VIII. ASSESSMENTS

The assessments levied by the Association shall be for the improvement, maintenance and operation of the Community, including without limitation, the streets therein. Assessments shall be, including without limitation, computed, levied, collected and enforced as set forth in the Declaration.

ARTICLE IX. MINUTES, BOOKS, RECORDS AND REPORTS

9.1. Minutes. Minutes of all meetings of the Members of the Association and of the Board of Directors of the Association shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

9.2. Report to Members. In accordance with Florida law, the Association shall send an annual report to the Members of the Association not later than sixty (60) days after the close of each fiscal year of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association, in conformity with generally accepted accounting principles applied on a consistent basis. Such report shall be made public by mailing it to each Owner addressed to the Member's address last appearing on the books of the Association or supplied in writing by such Member to the Association for the purpose of receiving notice, by posting in a conspicuous place in the Community or publishing it in a publication regularly distributed in the Community.

9.3. Inspection of Corporate Records. The official records of the Association shall be maintained within the State of Florida and in accordance with the law in effect at the time this Declaration is recorded, as such law may be amended from time to time. The requirement for maintenance and inspection of the official records of the Association may be complied with by having a copy of the official records available for inspection or copying within the Community. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective members, and may charge its actual costs for reproducing and furnishing.

ARTICLE X. CORPORATE SEAL

The Association shall have the name of the corporation and the word "seal" inscribed on it, and may be engraved, printed, or an impression seal.

ARTICLE XI. FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE XII. AMENDMENTS

These Bylaws may be repealed or amended, and additional Bylaws may be adopted, if approved at an annual or special meeting called for that purpose by either a vote of a majority of the Board of Directors or by a majority vote of the total number of Members, but the Board of Directors may not amend or repeal any Bylaw adopted by Members if the Members specifically provide that the Bylaw is not subject to amendment or repeal by the Board of Directors. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever.

ARTICLE XIII. CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

This Instrument Prepared By
& Requested Be Returned to:
Craig B. Hill, Esquire
Clark, Campbell & Mawhinney, P.A.
Post Office Box 24627
Lakeland, Florida 33802-4627

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS OF
DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D
[REGAL POINTE]**

This First Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] ("First Amendment") is made effective this 2nd day of March, 2005 by DEER CREEK, LTD., a Florida limited partnership ("Declarant").

RECITALS:

WHEREAS, on March 1, 2005, Declarant 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 of the public records of Polk County, Florida ("Declaration");

WHEREAS, the Declaration provides for amendment thereof by Declarant; and

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

1. The first sentence of Section 4.3 of the Declaration is amended and restated in its entirety as follows: "Each Owner hereby covenants and agrees to pay a monthly assessment or charge against each Lot for the services set forth in Section 4.2 above, in the initial amount of \$107.00 per month, subject to increases in such rate as set forth in Sections 4.4, 4.5, 4.6 and 4.8 below.
2. The third sentence of Section 4.4 of the Declaration is amended to add the following at the end of said sentence: "(which management fee shall be part of the monthly assessment/charge)."
3. Initially capitalized terms herein shall have the same meaning ascribed thereto in the Declaration, unless otherwise defined herein.
4. The foregoing recitals are true and correct and by this reference are incorporated into the body of this First Amendment.

5. Except as expressly modified herein, all other terms and conditions of the Declaration shall continue to be in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] effective the day and year set forth above.

"DECLARANT"

DEER CREEK, LTD.,
a Florida limited partnership

WITNESSES:

Susan Store
Print Name: Susan Store

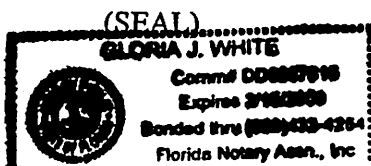
Sharon L. Cribbs
Print Name: SHARON L. CRIBBS

By: Deer Creek, Inc., a Florida corporation,
its general partner

By: [Signature]
Lawrence T. Maxwell, its President

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on the 2ND day of MARCH, 2005, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Lawrence T. Maxwell, the President of Deer Creek, Inc., a Florida corporation, the general partner of Deer Creek, Ltd., a Florida limited partnership, freely and voluntarily under authority duly vested in him by said limited liability company. He is personally known to me or did produce _____ as identification.



Gloria J. White
Notary Public, State of Florida
GLORIA J. WHITE
Print Name

This Instrument Prepared By
& Requested Be Returned to:
Craig B. Hill, Esquire
Clark, Campbell & Mawhinney, P.A.
Post Office Box 24627
Lakeland, Florida 33802-4627

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS OF
DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D
[REGAL POINTE]**

This Second Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] ("Second Amendment") is made effective this 26th day of July, 2005 by DEER CREEK, LTD., a Florida limited partnership ("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 of the public records of Polk County, Florida, and Declarant has recorded a First Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] in Official Records Book 6104, Page 1458 of the public records of Polk County, Florida (collectively, "Declaration");

WHEREAS, the Declaration provides 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; and

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

1. Initially capitalized terms herein shall have the same meaning ascribed thereto in the Declaration, unless otherwise defined herein.
2. The foregoing recitals are true and correct and by this reference are incorporated into the body of this Second Amendment.

3. Except as expressly modified herein, all other terms and conditions of the Declaration shall continue to be in full force and effect.

4. The Declaration is amended to add the following Section 14:

14. HOUSING FOR OLDER PERSONS - 55 YEARS OF AGE OR OLDER COMMUNITY.

14.1 Purpose of Community. The Community is intended to and operated for the purpose of providing housing for and occupancy by older persons. "Older person" means a person 55 years of age or older.

14.2 Statutory Compliance. The Community is intended to and operated for occupancy by persons 55 years of age or older and the Community is subject to the Federal Fair Housing Act, the Florida Fair Housing Act, the Housing for Older Persons Act of 1995, and the regulations of the United States Department of Housing and Urban Development ("HUD"), as amended from time to time, and any and all other local, state, and federal statutes and regulations pertaining to the Fair Housing Act. The Declarant, and the Board of Directors of the Association after the Declarant owns no Lots in the Community, shall take the steps necessary to qualify as housing for older persons to be exempt from the prohibition against familial status discrimination as provided for in the applicable statutes, laws and regulations.

14.3 Community Requirements. The Community shall comply with and satisfy the following factors and requirements: (i) at least eighty percent (80%) of the occupied Lots shall be occupied by at least one (1) person who is 55 years of age or older; (ii) the Community shall publish and adhere to policies and procedures that demonstrate the intent to operate the Community for occupancy by persons 55 years of age or older; (iii) the Community shall comply with rules issued by the Secretary of HUD for verification of occupancy, including verification by reliable surveys and affidavits; and (iv) the Community shall prohibit any person under eighteen (18) years of age from residing upon any Lot in the Community as a Permanent Resident (as defined in the immediately subsequent sentence). "Permanent Resident" shall mean any person who continuously resides upon a Lot for a period of thirty (30) days or more.

14.4 Community Filing Requirement. The Community shall register with the Florida Commission on Human Relations ("Commission") and shall submit a letter to the Commission pursuant to the requirements in the Florida Statutes, as amended from time to time. By filing with the Commission, it is being certified that the Community has satisfied the requirements for the exemption from the prohibition against familial status discrimination.

14.5 Age Verification. For admission to the Community as a resident, at least one (1) person 55 years of age or older must occupy each Lot, and all other residents occupying a Lot must be 40

years of age or older. Upon application for residency, any one or more of the following documents are considered reliable documentation of the age of the applicants: (i) Driver's license; (ii) Birth certificate; (iii) Passport; (iv) Immigration card; (v) Military identification; (vi) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or (vii) A certification in a lease, application, affidavit, or other document signed by any member of the Lot age 40 or older asserting that at least one (1) person in the Lot is 55 years of age or older. Any one or more of the foregoing forms of identification and age verification, shall be considered as adequate for verification of age, provided that it contains specific information about current age or date of birth.

14.6 Age Verification Policies and Procedures. The Declarant, or the Board of Directors of the Association after the Declarant owns no Lots in the Community, shall establish and maintain appropriate policies and procedures to require that applicants and occupants comply with the age verification procedures as set forth in the Governing Documents. If the occupants of a particular Lot refuse to comply with the age verification procedures, the Declarant or the Board of Directors and the Community may, if it has sufficient evidence, consider the Lot to be occupied by at least one (1) person 55 years of age or older. Such evidence may include: (i) Government records or documents, such as a local household census; (ii) Prior forms or applications; or (iii) A statement from an individual who has personal knowledge of the age of the occupants. The individual's statement must set forth the basis for such knowledge and be signed under the penalty of perjury.

14.7 Exceptions to Age Restriction. The Declarant, or the Board of Directors of the Association after the Declarant owns no lots in the Community, may make exceptions in its sole and absolute discretion and allow the residence of persons in the Community who do not satisfy the age restrictions so long as the Community complies with the requirements to qualify as housing for older persons as set forth in Section 14.3 hereof, including without limitation, that at least eighty percent (80%) of the Lots are occupied by at least one (1) person 55 years of age or older. Notwithstanding the foregoing and anything to the contrary contained herein, no person under eighteen (18) years of age may reside upon any Lot in the Community as a Permanent Resident.

14.8 Occupancy Requirement. The Community shall be deemed to satisfy the occupancy requirement even though the following conditions exist: (i) There are unoccupied Lots, provided that at least eighty percent (80%) of the occupied Lots are occupied by at least one (1) person 55 years of age or older; (ii) There are Lots occupied by employees of the Community (and family members residing in the same Lot) who are under 55 years of age, provided the employees perform substantial duties related to the management or maintenance of the Community; or (iii) There are Lots occupied by persons who are necessary to provide a reasonable accommodation to disabled residents as required and who are under the age of 55.

- 14.9 Policies and Procedures.** The Declarant, and the Board of Directors of the Association after the Declarant owns no Lots in the Community, shall publish and adhere to policies and procedures that demonstrate the intent of the Community to operate as housing for persons 55 years of age or older. The policies and procedures may include, without limitation, the following: (i) Advertising, marketing, and promotion of the Community; (ii) Lease restrictions; (iii) Written rules, regulations, or other restrictions, including this Declaration; (iv) The maintenance and consistent application of relevant procedures; and (v) Public posting in designated and conspicuous locations within the Community of statements describing the Community as housing for persons 55 years of age or older.
- 14.10 Verification of Occupancy.** The Declarant, and the Board of Directors of the Association, after the Declarant owns no Lots in the Community, shall develop procedures for routinely determining the occupancy of each Lot, including the identification of whether at least one occupant of each Lot is 55 years of age or older. These procedures may be part of the normal purchasing arrangement. The documents as set forth in Section 14.5 shall be considered reliable documentation of the age of the applicants. The Community procedures shall provide for regular updates, through surveys or other means, of the initial information supplied by the occupants of the Community. Said updates shall take place at least once every two (2) years, and the survey may include information regarding whether any Lots are occupied by persons described in the provisions designated as (ii) and (iii) of Section 14.8. Surveys and verification procedures which comply with statutory requirements and regulations including those of HUD, shall be admissible in administrative and judicial proceedings for the purpose of verifying occupancy. A summary of occupancy surveys shall be available for inspection upon reasonable notice and request by any person.
- 14.11 Conveyance or Transfer of Lot.** If an Owner desires to convey their Lot, said Owner shall comply with the provisions of this Declaration and the Governing Documents and shall convey the Lot in accordance with the intent and purpose of the Community, to at least one (1) person who is 55 years of age or older, and all other prospective purchasers who will occupy the Lot shall be 40 years of age or older. Notwithstanding the foregoing, if a Lot is transferred via inheritance or otherwise to a person under 55 years of age, including without limitation, a child or surviving spouse, said person shall be entitled to occupy the Lot for as long as they choose to do so, but only so long as said person is 40 years of age or older, and so long as at least eighty percent (80%) of the occupied Lots in the Community are occupied by at least one (1) person 55 years of age or older. If a person acquires a Lot, in the manner discussed in the preceding sentence, and at some point in time chooses to convey the Lot, the Lot shall be conveyed to at least one (1) person 55 years of age or older, and all other persons who will occupy the Lot shall be 40 years of age or older.

14.12 **Prohibition Against Amendment or Revocation.** The provisions of this Section 14 shall not be subject to amendment or revocation for a period of thirty (30) years from the date of recording of this Second Amendment except as may be required by applicable law.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] effective the day and year set forth above.

"DECLARANT"

DEER CREEK, LTD.,
a Florida limited partnership

WITNESSES:

Carrie Wilson
Print Name: Carrie Wilson

Sharon L. Cribbs
Print Name: SHARON L CRIBBS

By: Deer Creek, Inc., a Florida corporation,
its general partner.

By: George J. Bachis
Print Name: George J Bachis
Title: Vice President

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on the 26 day of July, 2005, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by George J. Bachis, the Vice President of Deer Creek, Inc., a Florida corporation, the general partner of Deer Creek, Ltd., a Florida limited partnership, freely and voluntarily under authority duly vested in him by said limited liability company. He is personally known to me or did produce _____ as identification.

(SEAL)



Deranda R. Stevens
MY COMMISSION # DD074750 EXPIRES
November 27, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Deranda R. Stevens
Notary Public, State of Florida

Print Name _____

This Instrument Prepared By
& Requested Be Returned to:
Craig B. Hill, Esquire
Clark, Campbell & Mawhinney, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801

**CORRECTIVE FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND
COVENANTS OF DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D
[REGAL POINTE]**

NOTE: This Corrective Fourth Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] is recorded to reflect the effective date of March 13, 2006, which date was inadvertently omitted in the Fourth Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe], as recorded in Official Records Book 6677, Page 1, of the public records of Polk County, Florida.

This Corrective Fourth Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] ("Fourth Amendment") is made effective this 13th day of March, 2006 by DEER CREEK, LTD., a Florida limited partnership ("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 of the public records of Polk County, Florida, a First Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] in Official Records Book 6104, Page 1458 of the public records of Polk County, Florida, a Second Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] in Official Records Book 6313, Page 1250 of the public records of Polk County, Florida, and a Third Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] in Official Records Book 6420, Page 406 of the public records of Polk County, Florida (collectively, "Declaration"); and

WHEREAS, the Declaration provides in pertinent part, including without limitation, that the Declarant in its sole and absolute discretion may add real property to the Subject Property (as defined in the Declaration), and 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.

CERTIFIED TRUE AND CORRECT
RICHARD M. WEISS, CLERK

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

1. Initially capitalized terms herein shall have the same meaning ascribed thereto in the Declaration, unless otherwise defined herein.
2. The foregoing recitals are true and correct and by this reference are incorporated into the body of this Fourth Amendment.
3. Except as expressly modified herein, all other terms and conditions of the Declaration shall continue to be in full force and effect.
4. Exhibit "A" of the Declaration is amended and restated in its entirety by Exhibit "A" attached hereto and incorporated herein by reference, which shall be the description of the Subject Property.

IN WITNESS WHEREOF, Declarant has executed this Corrective Fourth Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] effective the day and year set forth above.

"DECLARANT"

DEER CREEK, LTD., a Florida limited partnership

By: Deer Creek, Inc., a Florida corporation, its general partner

By: [Signature]
Print Name: Lawrence T. Maxwell
Title: President

WITNESSES:

Print Name: [Signature]

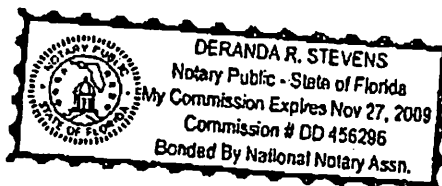
Print Name: SHARON L. CUBBS

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on the 21 day of March, 2006, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Lawrence T. Maxwell, the President of Deer Creek, Inc., a Florida corporation, the general partner of Deer Creek, Ltd., a Florida limited partnership, freely and voluntarily under authority duly vested in him. He is personally known to me or did produce _____ as identification.

[Signature]
Notary Public, State of Florida

(SEAL)



Print Name _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

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 northeast corner of Lot 572, DEER CREEK GOLF AND TENNIS RV RESORT PHASE THREE-A, as recorded in Plat Book 102, Pages 16-18, Public Records of Polk County, Florida, for the Point of Beginning said point being on a curve to the left having a radius of 610.00 feet, a central angle of 67°12'15", a chord bearing of North 33°40'27" East, and a chord distance of 675.17 feet; thence Northeasterly along the arc of said curve and the southerly line of an access easement recorded in Official Records Book 2528, Page 1437, a distance of 715.49 feet to a point on the north line of a parcel of land recorded in Official Records Book 3364, Page 0487, Public Records of Polk County, Florida; thence South 89°55'42" East along said north line, 45.00 feet; thence South 76°22'33" East along said north line, 943.27 feet to the east line of said parcel, also being the east line of the Southwest 1/4 of the Northwest 1/4 of said Section 17; thence South 00°04'18" West, along said east line, 725.00 feet to the southeast corner of said parcel, also being the southeast corner of said Southwest 1/4 of the Northwest 1/4; thence North 89°54'39" East, along the north line of said parcel and the north line of the Northeast 1/4 of the Southwest 1/4 of said Section 17, a distance of 41.29 feet to a point on a non-tangent curve to the left having a radius of 910.00 feet, a central angle of 08°14'41", a chord bearing of South 21°15'11" East, and a chord distance of 130.84 feet; thence southerly along the arc of said curve 130.95 feet to the Point of Tangency; thence South 25°22'31" East, 71.72 feet; thence South 81°15'28" East, 233.01 feet; thence South 21°15'28" East, 92.38 feet; thence South 51°39'59" West, 21.94 feet to a point on a non-tangent curve to the right having a radius of 60.00 feet, a central angle of 17°04'33", a chord bearing of South 29°47'44" East, and a chord distance of 17.82 feet; thence southeasterly along the arc of said curve 17.88 feet to the Point of Tangency; thence South 21°15'28" East, 56.38 feet to the Point of Curvature of a curve to the left having a radius of 290.00 feet, a central angle of 04°37'57", a chord bearing of South 23°34'27" East, and a chord distance of 23.44 feet; thence southeasterly along the arc of said curve 23.45 feet; thence South 64°06'35" West, 20.00 feet; thence North 81°15'28" West, 350.47 feet; thence North 90°00'00" West, 133.35 feet to a point on a non-tangent curve to the right having a radius of 148.08 feet, a central angle of 30°20'28", a chord bearing of South 01°13'15" West, and a chord distance of 77.50 feet; thence southerly along the arc of said curve 78.42 feet to the Point of Tangency; thence South 16°23'29" West, 8.34 feet to the northerly line of Tract "D", DEER CREEK GOLF AND TENNIS RV RESORT PHASE THREE G, as recorded in Plat Book 105, Pages 31, 32 and 33, Public Records of Polk County, Florida; thence North 62°49'53" West, along said northerly line of Tract "D", 20.98 feet to a point on a non-tangent curve to the left having a radius of 140.00 feet, a central angle of 43°02'38", a chord bearing of North 05°11'59" West, and a chord distance of 102.72 feet; thence northerly along the arc of said curve 105.18 feet to the Point of Tangency; thence North 26°43'18" West, 45.71 feet; thence South 43°37'27" West, 91.49 feet to a point on a non-tangent curve to the right having a radius of 2370.07 feet, a central angle of 04°26'10", a chord bearing of North 18°35'38" West, and a chord distance of 183.46 feet; thence northeasterly along the arc of said curve 183.50 feet to the Point of Tangency; thence North 16°22'33" West, 83.99 feet; thence North 76°22'33" West, 11.55 feet; thence North 16°22'33" West, 810.00

feet; thence North 76°22'33" West, 277.07 feet to a point on a non-tangent curve to the right having a radius of 816.54 feet, a central angle of 17°54'28", a chord bearing of South 24°43'18" West, and a chord distance of 254.17 feet; thence southwesterly along the arc of said curve 255.21 feet; thence North 82°32'33" West, 11.18 feet to a point on a non-tangent curve to the right having a radius of 790.00 feet, a central angle of 25°25'12", a chord bearing of South 46°52'14" West, and a chord distance of 347.63 feet; thence southwesterly along the arc of said curve 350.49 feet; thence South 18°48'18" West, 47.67 feet; thence South 65°07'09" West, 52.18 feet to the southerly extension of the easterly line of said DEER CREEK GOLF AND TENNIS RV RESORT PHASE THREE-A; thence North 49°53'16" West, along said southerly extension and the easterly line of said DEER CREEK GOLF AND TENNIS RV RESORT PHASE THREE-A, 125.22 feet to a point on a non-tangent curve to the right having a radius of 710.00 feet, a central angle of 00°55'50", a chord bearing of South 70°34'39" West, and a chord distance of 11.53 feet; thence southwesterly along said easterly line and the arc of said curve 11.53 feet; thence North 18°57'26" West, along said easterly line, 20.00 feet; thence North 07°16'34" East, along said easterly line, 90.66 feet to the Point of Beginning.

AND

A parcel of land being in the Southwest 1/4 of Section 17, Township 26 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southerly corner of Lot 2108, DEER CREEK GOLF AND TENNIS RV RESORT PHASE III - C AND D (REGAL POINTE), as recorded in Plat Book 132, Pages 45 through 47, Public Records of Polk County, Florida for the Point of Beginning; thence North 51°39'59" East, along the southerly line of said Lot 2108, a distance of 10.00 feet to a point on a non-tangent curve to the right having a radius of 70.00 feet, a central angle of 17°04'33", a chord bearing of South 29°47'44" East, and a chord distance of 20.78 feet; thence southeasterly along the arc of said curve 20.86 feet to the Point of Tangency; thence South 21°15'28" East, 56.38 feet to the Point of Curvature of a curve to the left having a radius of 280.00 feet, a central angle of 36°50'56", a chord bearing of South 39°40'56" East, and a chord distance of 176.99 feet; thence southeasterly along the arc of said curve 180.08 feet to the Point of Reverse Curvature of a curve to the right having a radius of 320.00 feet, a central angle of 13°20'47", a chord bearing of South 51°26'01" East, and a chord distance of 74.37 feet; thence southeasterly along the arc of said curve 74.54 feet; thence North 16°16'05" East, 92.44 feet; thence South 43°43'55" East, 445.82 feet to the Point of Curvature of a curve to the left having a radius of 150.00 feet, a central angle of 46°02'37", a chord bearing of South 66°45'14" East, and a chord distance of 117.32 feet; thence southeasterly along the arc of said curve 120.54 feet to the Point of Tangency; thence South 89°46'32" East, 135.60 feet; thence South 29°46'32" East, 37.72 feet; thence South 79°57'46" East, 43.31 feet; thence North 41°14'14" East, 33.20 feet; thence South 89°46'32" East, 19.48 feet; thence South 61°31'49" East, 64.74 feet; thence North 58°13'08" East, 10.64 feet to the east line of a parcel described in Official Records Book 3364, Page 0487, Public Records of Polk County, Florida also being the east line of said Southwest 1/4; thence South 00°13'28" West, along said east line, 1229.02 feet to the south line of said parcel; thence South 89°50'47" West, along said south line, 200.00 feet; thence North 00°13'28" East, 309.99 feet; thence North 60°13'28" East, 11.55 feet; thence North 00°13'28" East, 596.73 feet; thence North 60°13'28" East,

11.55 feet; thence North 00 13'28" East, 152.07 feet; thence North 89 46'32" West, 124.46 feet; to the Point of Curvature of a curve to the right having a radius of 350.00 feet, a central angle of 46 02'37", a chord bearing of North 66 45'14" West, and a chord distance of 273.76 feet; thence northwesterly along the arc of said curve 281.26 feet to the Point of Tangency; thence North 43 43'55" West, 393.83 feet to the Point of Curvature of a curve to the left having a radius of 200.00 feet, a central angle of 13 51'54", a chord bearing of North 50 39'53" West, and a chord distance of 48.28 feet; thence northwesterly along the arc of said curve 48.40 feet to the Point of Tangency; thence North 57 35'50" West, 8.93 feet to the Point of Curvature of a curve to the right having a radius of 350.84 feet, a central angle of 08 16'55", a chord bearing of North 53 27'22" West, and a chord distance of 50.67 feet; thence northwesterly along the arc of said curve 50.71 feet; thence North 76 16'05" East, 105.44 feet to a point on a non-tangent curve to the left having a radius of 280.00 feet, a central angle of 03 18'01", a chord bearing of North 56 27'24" West, and a chord distance of 16.13 feet; thence northwesterly along the arc of said curve 16.13 feet to the Point of Reverse curvature of a curve to the right having a radius of 320.00 feet, a central angle of 33 26'39", a chord bearing of North 41 23'05" West, and a chord distance of 184.15 feet; thence northwesterly along the arc of said curve 186.79 feet to south line of Lot 2000 of said DEER CREEK GOLF AND TENNIS RV RESORT PHASE III - C AND D (REGAL POINTE); thence South 81 15'28" East, along said south line, 12.06 feet to the southeast corner of said Lot 2000; thence North 64 06'35" East, along the southerly line of said DEER CREEK GOLF AND TENNIS RV RESORT PHASE III - C AND D (REGAL POINTE), 20.00 feet to a point on the easterly line of said DEER CREEK GOLF AND TENNIS RV RESORT PHASE III - C AND D (REGAL POINTE) said point being on a non-tangent curve to the right having a radius of 290.00 feet, a central angle of 04 37'57", a chord bearing of North 23 34'27" West, and a chord distance of 23.44 feet; thence northwesterly along the arc of said curve and said easterly line, 23.45 feet to the Point of Tangency; thence North 21 15'28" West, along said easterly line, 56.38 feet to the Point of Curvature of a curve to the left having a radius of 60.00 feet, a central angle of 17 04'33", a chord bearing of North 29 47'44" West, and a chord distance of 17.82 feet; thence northwesterly along the arc of said curve and said easterly line, 17.88 feet to the Point of Beginning.

3-21-06
 By *[Signature]*
 J:\CENTURY\DEER CREEK\Regal Pointe\Declaration\Corrective Fourth Amendment v1.wpd



Deer Creek RV Golf Resort

There are areas in the Declaration of Covenants and Restrictions that allow the developer to give permission, by written authorization, for certain request. Not all phases are written alike. Depending on the phase in which you live, will determine approval based upon the request. Any type of construction or improvement on a lot requires written approval in all phases.

1. Clarification of the "two" RV Rule:

- A) Regal Pointe and Regal Ridge are **NOT** allowed to have two RV's on a lot at any time.
- B) Eagle View may have a Park Model **OR** an RV.
- C) Osprey Point, Partridge Pines is permitted to have a visiting RV for no more than 14 consecutive days, and must vacate after 14 days for 24 hours.

2. Cargo Trailers are permitted. They must be placed to the rear of your lot – as far back as possible without being on the grass.

3. Trailer's – haulers are not permitted. You must store them at a storage facility.

4. Car Dolly's are permitted and must be placed to the rear of the lot or under the back side of you RV – out of sight. Do not park them on the grass.

5. Boats:

A) Regal Pointe, Regal Ridge, Partridge Pines and Eagle View – Boats are not allowed.

B) Osprey Point – Management written approval. Cover on boat must be maintained year round and placed to the back of the lot, on concrete.

Revised 04/30/09 bp

www.deercreekrv.com

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
DEER CREEK GOLF & TENNIS RV RESORT
PHASE III - C AND D [REGAL POINTE] HOMEOWNERS' ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT**

Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] Homeowners' Association, Inc., whose Articles of Incorporation were filed with the Florida Department of State on March 20, 2005 (Document #N05000002213), adopts the following amendment to its Articles of Incorporation.

FIRST: Article 1 is amended and restated to read as follows:

Name of Corporation. The name of the corporation is Deer Creek Golf & Tennis RV Resort [Regal Pointe] Homeowners' Association, Inc. (the "Association").

SECOND: This amendment was duly adopted by unanimous vote of the Board of Directors of the Corporation at a meeting of the Board of Directors on February 4th 2008. There are no members or members entitled to vote on the amendment. The date of adoption is 2/4/2008.

THIRD: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

FOURTH: Under penalties of perjury I declare that I have read the foregoing and know the contents and the facts stated herein are true and correct.

Executed this 5th day of February, 2008.

By: William C. Reynolds
William C. Reynolds, its President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

INSTR # 2008029692
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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 44.00
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R- This Instrument Prepared By
& Requested Be Returned to:
Craig B. Hill, Esquire
Clark, Campbell & Mawhinney, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801

**FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS OF
DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D
[REGAL POINTE]**

This Fifth Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] ("Fifth Amendment") is made effective this 20th day of February, 2008 by DEER CREEK, LTD., a Florida limited partnership ("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, and a Corrective Fourth Amendment thereto in Official Records Book 6688, Page 1223, all in the public records of Polk County, Florida (collectively, "Declaration"); and

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. Initially capitalized terms herein shall have the same meaning ascribed thereto in the Declaration, unless otherwise defined herein.
2. The foregoing recitals are true and correct and by this reference are incorporated into the body of this Fifth Amendment.

J:\CENTURY\DEER CREEK\Regal Pointe\Declaration\Fifth Amendment v1.wpd

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD M. WEISS, CLERK

3. Except as expressly modified herein, all other terms and conditions of the Declaration shall continue to be in full force and effect.
4. The term "Declaration" shall be interpreted to exclude the following words: "Phase III - C and D."

5. Section 1.1 of the Declaration is amended and restated in its entirety as follows:

"Association" means Deer Creek Golf & Tennis RV Resort [Regal Pointe] Homeowners' Association, Inc., a Florida not for profit corporation. Attached as **Exhibit "A"** to this Fifth Amendment and incorporated herein by reference is a certified copy of the Articles of Amendment to the Articles of Incorporation of the Association, as filed with the Florida Department of State.

6. Section 1.5 of the Declaration is amended and restated in its entirety as follows:

"Community" means all real property comprising Deer Creek Golf & Tennis RV Resort [Regal Pointe] now or in the future.

7. Section 2.3.25 of the Declaration is amended to add the following:

Notwithstanding anything to the contrary contained in this Declaration, Children (hereinafter defined) and other individuals under 40 years of age are not acceptable in the Community except for visitation of not more than fourteen (14) consecutive days or thirty (30) total days per calendar year. Owners and their invitees, guests and tenants, all as the case may be, are responsible for the behavior of visiting Children, and shall properly supervise Children, including without limitation, in or around any recreational facilities. The term "Children" as utilized in this Section 2.3.25 means a person who is under 18 years of age.

SIGNATURE FOLLOWS ON SUBSEQUENT PAGE:

IN WITNESS WHEREOF, Declarant has executed this Fifth Amendment to Declaration of Restrictions and Covenants of Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] effective the day and year first set forth above.

"DECLARANT"

WITNESSES:

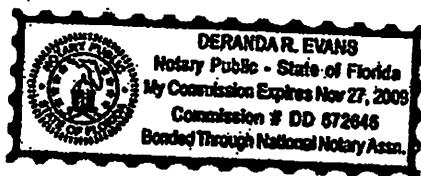
DERANDA R. EVANS
Print Name: DERANDA EVANS
SHARON L. CRIBBS
Print Name: SHARON L. CRIBBS

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

By: *Laurence T. Maxwell*
Print Name: LAURENCE T. MAXWELL
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on the 20 day of February, 2008, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Laurence T. Maxwell, the President of Deer Creek, Inc., a Florida corporation, the general partner of Deer Creek, Ltd., a Florida limited partnership, freely and voluntarily under authority duly vested in him by said limited liability company. He is personally known to me or did produce _____ as identification.



Deranda R. Evans
Notary Public, State of Florida

Print Name

(SEAL)



EXHIBIT "A"
Page 1 of 2

I certify the attached is a true and correct copy of the Articles of Amendment, filed on February 6, 2008, to Articles of Incorporation for DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D (REGAL POINTE) HOMEOWNERS' ASSOCIATION, INC. which changed its name to DEER CREEK GOLF & TENNIS RV RESORT (REGAL POINTE) HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H08000031645. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000002213.

Authentication Code: 608A00008121-020708-N05000002213-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of February, 2008




Kurt S. Brotoning
Secretary of State

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD J. WEISS, CLERK

EXHIBIT "A"
Page 2 of 2

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
DEER CREEK GOLF & TENNIS RV RESORT
PHASE III - C AND D [REGAL POINTE] HOMEOWNERS' ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT**

Deer Creek Golf & Tennis RV Resort Phase III - C and D [Regal Pointe] Homeowners' Association, Inc., whose Articles of Incorporation were filed with the Florida Department of State on March 20, 2005 (Document #N0500002213), adopts the following amendment to its Articles of Incorporation.

FIRST: Article 1 is amended and restated to read as follows:

Name of Corporation. The name of the corporation is Deer Creek Golf & Tennis RV Resort [Regal Pointe] Homeowners' Association, Inc. (the "Association").

SECOND: This amendment was duly adopted by unanimous vote of the Board of Directors of the Corporation at a meeting of the Board of Directors on February 4th, 2008. There are no members or members entitled to vote on the amendment. The date of adoption is 2/4/2008.

THIRD: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

FOURTH: Under penalties of perjury I declare that I have read the foregoing and know the contents and the facts stated herein are true and correct.

Executed this 5th day of February, 2008.

By: William C. Reynolds
William C. Reynolds, its President



STATE OF FLORIDA, COUNTY OF POLK
This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal this 20 day of Feb, 2008.
RICHARD M. WEISS, CLERK-CIRCUIT COURT
By: m. [signature] D.C.

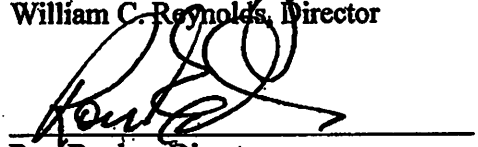
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**FIRST AMENDMENT TO
BYLAWS OF
DEER CREEK GOLF & TENNIS RV RESORT PHASE III - C AND D [REGAL POINTE]
HOMEOWNERS' ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION**

1. The name of the corporation as set forth in the Bylaws is hereby amended to DEER CREEK GOLF & TENNIS RV RESORT [REGAL POINTE] HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation. The name of the corporation was formally amended as set forth in the immediately preceding sentence by virtue of that certain Articles of Amendment to Articles of Incorporation of the corporation, filed on February 6, 2008, with the State of Florida, Department of State.
2. Except as expressly modified herein, all other terms and conditions of the Bylaws shall continue to be in full force and effect.

This First Amendment to Bylaws is hereby adopted by all of the members of the Board of Directors effective February 6, 2008.


William C. Reynolds, Director


Ron Baxley, Director


Benjamin D.E. Falk, Director