

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

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

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

The agreement may be amended from time to time by the parties, but no amendment shall be binding unless it is reduced to writing and acknowledged by both the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

WITNESSES: DEER CREEK, LTD.
BY: _____
Print Name: _____ LAWRENCE W. MAXWELL, as President
of the Managing General Partner, Deer
Creek, Inc.

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

BY: _____
Print Name: _____, as President
Print Name: _____

STATE OF FLORIDA:
COUNTY OF POLK :

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