

the Association (Class I) access over the Boulevard. The Owner agrees to make available for inspection, at a reasonable time, this budget and the actual costs of maintaining said guard house and road. Any amounts collected by the Owner for payment of costs of maintaining the Boulevard 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 Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase Two).

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.

Print Name: _____

BY: _____
LAWRENCE W. MAXWELL, as President
of the Managing General Partner, Deer
Creek, Inc.

Print Name: _____

WITNESSES:

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

Print Name: _____

BY: _____, 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