

R→ Deer Creek RV Golf  
42749 Hwy 27  
Davenport, FL 33837



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DECLARATION OF RESTRICTIONS AND COVENANTS RELATING TO  
**OSPREY POINT HOMEOWNERS ASSOCIATION** (Association), a Community in  
**DEER CREEK RV GOLF & COUNTRY CLUB, INC.** (Community), also previously  
known as **Deer Creek Golf and Tennis RV Resort, Phase Three-A**, and **Deer  
Creek, Ltd.**

(Revised and adopted 3/15/2018)

**ACKNOWLEDGEMENT** – The Association acknowledges that in the below  
document and repeated again in Section 13 of the document, the Manager will  
retain the right and responsibility for final approval or rejection of all  
recommendations brought forth by the Association, until such time as the  
governing documents of Deer Creek RV Golf & Country Club, Inc. are amended.

**DEER CREEK RV GOLF & COUNTRY CLUB, INC.**, formerly known as **DEER  
CREEK GOLF AND TENNIS RV RESORT PHASE THREE-A** is a subdivision in  
Polk County, Florida, according to the plat thereof recorded in Plat Book 102,  
Pages 16, 17, and 18, public records of Polk County, Florida ("Plat").

This is a Declaration made by **DEER CREEK RV GOLF & COUNTRY CLUB, INC.**,  
a Florida not for profit corporation, the owner of all the lands described in the Plat  
(Deer Creek RV Golf & Country Club Inc., its successors and assigns shall be  
hereinafter referred to as "Declarant" or "Manager"). Deer Creek RV Golf &  
Country Club does hereby impress on said lands the covenants, restriction,  
reservations and servitudes as hereinafter set forth ("Declarations").

#### **RECITALS**

WHEREAS, Declarant is the fee simple owner of the parcel of land described in  
the Plat located in the County of Polk, State of Florida, attached hereto and made  
a part hereof by this reference (the "Subject Property"), and contemplates the  
sales of lots designated on the Plat to purchasers thereof; and WHEREAS,  
Declarant desires to provide for the preservation of the values and amenities in the  
community located on the Subject Property and for the maintenance of the sites  
and other facilities within the Subject Property, and to this end, desires the Subject  
Property to be bound to covenants, conditions, restrictions, easements, charges,  
and liens hereinafter set forth, all of which are for the benefit and obligation of the  
Declarant and of each of the purchasers of Lots described in the Plat; and

WHEREAS, Declarant has created the Deer Creek RV Golf & Country Club, Inc.,  
Phase Three-A Homeowner's Association, Inc., also known as Osprey Point, a  
Florida non-profit Corporation (the "Association") to perform the obligations as

described herein, such Association to be comprised of all lot owners, and to administer and enforce the obligation of lot owners; and

NOW, THEREFORE, Declarant does, by those persons, hereby declare that the Subject Property is to be known as Deer Creek RV Golf & Country Club, Inc., Phase Three-A, also known as Osprey Point, and the Subject Property is hereby made subject to this Declaration and each and every covenant, condition, restriction, easement, charge, and lien hereinafter set forth and that from and after the date hereof, the Subject Property and any and all parts thereof shall be owned, transferred, sold, conveyed and occupied to each and every provision and the entirety of these Declarations, such to be construed as covenants, easements and conditions running with the title and ownership of the land creating mutual equitable servitudes for the benefit and obligation of each lot owner of the Subject Property and the Declarant.

1. **DEFINITIONS** As used herein the following definitions shall apply:

1.1 **MANAGER** shall mean and refer to DEER CREEK RV GOLF & COUNTRY CLUB, INC., a Florida not for profit corporation, its successors and assigns, forever.

1.2 **SUBDIVISION** or **SUBJECT PROPERTY** shall mean and refer to the lands described in the Plat.

1.3 **LOT** shall mean and refer to any plot of land located within the Subdivision and shown by a numerical designation, but shall not include any tracts or other area not intended for a housing unit.

1.4 A **RECREATIONAL VEHICLE** shall mean and refer to an RVIA approved unit with minimum size of 176 square feet containing plumbing facilities, including toilet, bath or shower and kitchen sink, all connectable to sewerage and water facilities. A Recreational Vehicle shall be a vehicular type unit initially designed as temporary living quarters for recreational, camping, or travel use, and which either has its own mode of power or is mounted on or drawn by another vehicle, including, but not limited to travel trailers, truck campers, motor homes, and camping trailers. Recreational Vehicles shall not, however, include a mobile home as that term is defined by the Department of Housing and Urban Development or Chapter 723, Florida Statutes.

1.5 An **RV PARK MODEL** shall mean and refer to an RVIA approved family dwelling unit with a minimum size of 360 square feet containing plumbing facilities, including toilet, bath or shower and kitchen sink, all connectable to sewerage and water facilities and which has had its axle and wheels removed and which is permanently affixed to real property.

1.6 **OWNER** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot within the Subdivision.

1.7 **PRD PROPERTY** shall mean and refer to the Property Retained by Declarant which is more specifically described in Exhibit "A".

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

1.9 **STICK BUILT** shall mean any structure built on site and intended for occupancy.

2. **USE OF PROPERTY**

All Lots in the Subdivision shall be used exclusively for a Recreational Vehicle, an RV Park Model or a Stick Built structure, subject to specific conditions hereinafter set forth, and shall not be re-subdivided by an Owner into any smaller area. No Owner shall use his Lot or any portion of the Subject Property for commercial or business purposes. No aboveground or underground structure or fixture of any kind or nature and no fences or walls of any kind shall be constructed, maintained, or permitted upon any portion of any the Subject Property without the express prior written approval of the Declarant which may be withheld in Declarant's sole and absolute discretion or as may be installed by Declarant (who

shall have the right to do so exclusively). 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 the Lot. 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. No Owner shall have the right to make alterations or repairs to any of the Subject Property, nor shall any Owner create or permit to exist any nuisance within the Subject Property or commit waste with respect thereto. Notwithstanding any other provision herein to the contrary, however, nothing in these Declarations shall be construed as prohibiting the Declarant from constructing improvements on the Subject Property as may hereinafter be determined by the 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 following specific and general restrictions contained in these Declarations.

2.1 Owners, their guests, agents, and their successors and assigns are specifically, forever and perpetually prohibited from erecting or placing on any Lot any of the following permanent or semi-permanent structures or improvements without prior approval of the Manager.

A. Screen rooms, utility sheds, fences, walls, gazebos, carports, metal awnings or any type of temporary or permanent extended overhangs or attached structures without the prior written approval of Manager, and if so approved must contain written approval for material, color, style, height, exterior covering and location of any structures located on the Lot, which may be withheld in the sole and absolute discretion of Manager, and if so approved must be of the same color and basic exterior covering as the RV Park Model unit located on the Lot and must have a roof line which is contiguous to the original RV Park Model unit. Written approval received for a fence requires that the lot owner is responsible for the landscaping/grass inside the fence. All structures must be kept clean, neat and orderly with no visible rust, all as determined in the sole and absolute discretion of the Manager.

B. RV Park Models longer than forty-two (42) feet or wider than fourteen (14) feet in their fully installed condition or which are not self-contained (permissible structures must include own water supply, holding tank, LP gas) notwithstanding that any county, state or federal government or agency identifies or licenses such trailers as a recreational vehicle.

C. Mobile Homes as defined by the Department of Housing and Urban Development or Chapter 723, Florida Statutes.

D. Any structure which cannot be transported within the pulling vehicle or the vehicle installed on the unit itself.

E. Any tent-type folding trailers or folding tents.

F. Pop-up travel trailers.

G. Pickup campers.

2.2 Tables, benches, and mobile grills, all in good condition, may be erected, 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 where 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 (to be determined in Manager's sole and absolute discretion).

2.3 Any concrete pad, as well as additions to concrete pads, must be approved in writing by Manager, which approval may be withheld in Manager's sole and absolute discretion, as to size, design and construction prior to the commencement of any construction thereof.

2.4 Recreational Vehicles and RV Park Models and any other structures on Lots shall be kept in a neat and attractive manner and state of repair as determined by Manager in its sole and absolute discretion. This includes the proper

washing and maintenance of any Recreational Vehicle and RV Park Model 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 Manager in its sole and absolute discretion.

2.5 If an Owner does not adhere to the requirement of 2.4 above, such work may be performed on behalf of the Owner by the Manager and the cost thereof plus a 20% administrative charge shall be charged to the Owner, which charge, if not paid within five (5) days of billing shall accrue a late charge of \$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 said Lot upon recording of a Notice of Lien by Manager in the public records of Polk County, Florida. Such lien shall entitle Manager to foreclose on the Lot and to recover Manager's costs and charges, interest, its attorney's fees and court costs. In such event Manager may also obtain a judgment for the amount due, plus its attorney's fees and court costs.

2.6 The Lot may contain one of, or a combination of, an RV, an RV Port, a Park Model, a Stick Built, a Shed, or an addition to a Park Model, Stick Built, RV Port or Shed approved by the Manager. RV Park Models, Stick Builds and Sheds, and any additions, require prior written approval by the Manager and must meet applicable zoning, state and local laws. A guest may place their Recreational Vehicle on the Lot Owner's lot for no more than fourteen (14) consecutive days, after which they must vacate that lot for at least twenty-four (24) consecutive hours. The guest recreational vehicle must be on the concrete pad and be contained within the lot's legal boundaries.

2.7 No structure, either permanent or temporary, if permitted in accordance with these Declarations, 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.

2.8 Nothing in these Declarations shall be construed to disallow the building of a perimeter fence around the Subdivision by the Manager or in other areas of the Subdivision, as determined by the Manager in its sole and absolute discretion.

2.9 Clothes lines, mailboxes, radio and television antennas or satellite dishes of any size of any facility for receiving television signals of any kind must not be objectionable to the Manager. Approved clothes lines are of the "umbrella" type, no bigger than six (6) feet square when open, and those which mount on the roof ladder of a Recreational Vehicle and are retractable. Clotheslines shall remain closed when not in use.

2.10 Only garbage or trash receptacles approved by Manager, in its sole and absolute discretion, shall be allowed on any Lot. In an effort to prevent attracting wildlife and keep rodents away, storing of trash outside (overnight) is not permitted and placing trash curbside is not permitted prior to 6:00 AM. Trash shall be placed at curbside in a securely tied container (plastic bag) by 9:00 AM for daily collection.

2.11 Outside toilets may not be installed nor will they be allowed on any Lot.

2.12 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 a total of two) (Amended and adopted by Manager 3/15/18) with a combined total weight not to exceed 100 pounds may be kept, provided they are not kept, bred or maintained for any commercial or business purpose, and provided they are kept under leash, when outside the housing unit, to avoid their constituting a nuisance to the neighborhood.

A. Dogs or cats in excess of the combination of two, (Amended and adopted by Manager 3/15/18) or in excess of a combined total weight of 100 pounds, or pets other than dogs or cats, may be kept by the Lot Owner if prior written approval is obtained from the Manager, which approval may be withheld by Manager in its sole and absolute discretion. Owners with pets which will be in violation of the covenants and restrictions when amended, will have their current pets grandfathered. However, addition of any pets after the amendment of the covenants and restrictions must fall within the amended covenants and restrictions.

B. Pets outside the owner's housing unit must be under constant supervision and may not be left alone. Pets outside the owner's housing unit, but on the pet owner's lot, must be restrained on a leash or tie-out line, or kept behind an invisible/electronic fence or kept behind a physical fence so that the pet(s) cannot travel beyond the pet owner's property line. Pets which fail to stay behind an invisible/electronic fence or physical fence will be required to be restrained on a leash or tie-out line at all times. All pets, when not on the pet owner's lot, are required to be on a leash and within the Owner's immediate control. Pets may not trespass on other homeowners' lots without the homeowner's permission.

C. When the pet is on the Owner's property, any pet excrement droppings must be collected and disposed of in a timely manner so that neither the aroma nor the appearance creates a nuisance or is offensive to surrounding neighbors or other residents of the community. When the pet is off of the owner's property in any other area of the community, the Owner or his designee who has responsibility for the pet(s) will be responsible for immediately picking up and removing to an appropriate receptacle any excrement-droppings. Each pet Owner or designee will carry with them plastic bags for cleaning up after their pet(s).

D. Owners of pets that have demonstrated vicious or aggressive behavior shall maintain strict control of such animals at all times, unless the animal's behavior was due to the "victim" abusing or tormenting the animal, or was directed towards a trespasser or other similar mitigating or extenuating circumstances that establishes that the animal does not constitute an unreasonable risk to human life or property. In the event an animal has one or more occurrences of harming a person or another animal, the Manager may require the Owner of the animal to make further restrictions on the animal or to have the animal permanently removed from the community.

E. Repeated and/or frequent incidences of excessive barking, howling or other noises by an Owner's pet(s) to the detriment of the peace and quiet of the neighbors and the community are considered to be objectionable by the Manager. Pet owners will take all necessary steps to prevent excessive and/or frequent episodes of noise generated by their pet(s), especially between the hours of 10 P.M. and 8 A.M.

F. Pets, with the exception of Service Animals, are not permitted in the Park Office, Pool Area, Clubhouses, Kitchen or Laundry areas.

G. Licenses, when required by law, and a current rabies certificate for each pet must be available for review by the Manager.

H. The use of the Pet Walk area is encouraged.

2.13 No nuisance shall be allowed upon any portion of the Subdivision 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. Manager shall be entitled to enjoin such activity and in such event the Lot Owner upon whose Lot the source of annoyance, or the Owner of a Lot from whom the nuisance emanates, shall be responsible for Manager's attorney's fees and costs in obtaining such an injunction. Nuisance activities include but are not limited to loud noise, bright lighting, firearm discharge, immoral activity, illegal activity, offensive behavior or language. Quiet hours are considered to be from 10:00 P.M. to 8:00 A.M. All parts of the aforesaid property, including each Lot and any Recreational Vehicle, RV Park Model or structure 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.

2.14 No sign of any kind shall be displayed to the public view on any Lot, except one sign bearing the owner's name, on his Lot, said sign not to exceed one (1) square foot. Notwithstanding the above, the Manager shall have the right to install uniform signs with the lot number and unit number on each Lot for identification purposes at the cost and expense of the Lot Owner. No sign shall be attached to any tree at any location in the Subdivision. The Manager shall be permitted to place "For Sale" signs on any Lot in its sole and absolute discretion.

2.15 Commercial or business activity, or the storage of commercial or business goods or vehicles, of any kind whatsoever shall not be conducted on or from any Lot unless authorized in writing by the Manager in its sole and absolute discretion.

2.16 Lot owners shall have the right to place two (2) "For Sale/For Rent" signs on their property. "For Sale/For Rent" signs may not exceed 24 inches by 36 inches each.

2.17 Neither the Owners nor the Association, nor their use of any property in the Subdivision, shall interfere in any way with the completion of the contemplated improvements or sale or resale of other Lots by Manager. The Manager may make such use of unsold Lots and other portions of the Subdivision (excluding sold Lots) in its sole and absolute discretion, as may facilitate the completion of the Subdivision and sale of Lots 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.

2.18 Only licensed motor vehicles, with the exception of golf carts, shall be permitted within the Subdivision. Furthermore, licensed vehicles which are noisy, unattractive or not kept in good repair in Manager's sole and absolute discretion, shall not be permitted, and no commercial vehicles shall be permitted on any Lot. Only two (2) motor vehicles, excluding 2 wheel and 3 wheel motorcycles, may be parked at any time on any Lot. (Amended and adopted by Manager 3/15/18). Vehicles in excess of two (2) must receive prior written approval by the Manager. Temporary parking (less than 24 hours) to allow for visiting guests' vehicles does not require prior written approval. All vehicles must be parked on the lot owner's cement pad. No parking is allowed on lot owner's grass, stones or lawns. Temporary parking (less than 24 hours) is allowed in front of the clubhouse, but no overnight parking is allowed in front of the clubhouse without prior written authorization posted visibly on the front dashboard. Unauthorized vehicles parked overnight in front of the clubhouse are subject to being removed at the owner's expense. Service/repair vehicles may be temporarily parked (less than 24 hours) on a street in front of the owner's lot where repairs are being conducted provided the vehicle does not impede traffic flow along the street. No vehicles shall be parked on the streets overnight.

2.19 Storage of boats or recreational vehicles shall not be permitted in the Subdivision unless prior written approval is obtained from the Manager. Boats must be placed to the back of the lot and be on the concrete pad. A covering over the boat must be maintained year round. Boat covers must be commercially manufactured specifically to fit the boat being stored. Blue type tarps are not acceptable covers. Small enclosed cargo trailers and small open utility trailers not bigger than six (6) feet by nine (9) feet shall be permitted provided they are placed to the rear of the lot, as far back as possible, without being on the grass. Larger trailers are not permitted unless prior written approval is obtained from the Manager. Car tow dollies are permitted and must be placed to the rear of the lot or to the rear and under the Recreational Vehicle, out of sight without being on the grass. Hauler trailers, those of the "goose neck" type, those commonly found being pulled by a tractor/trailer rig, or of the commercial type are not permitted.

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

2.21 No person shall use portions of the Subdivision owned by the Manager, or any part thereof, or a Lot or any part thereof, in any manner contrary to these Declarations or not in accordance with rules and regulations pertaining thereto as from time to time may be promulgated, modified, or amended by Manager in its sole and absolute discretion, and all Owners agree to abide thereby. The Manager 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 Manager 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 on the clubhouse, if any, whichever first occurs. All rules and restrictions and the amendment and modification thereof shall be in the sole and absolute discretion of Manager (including the creating of "No Smoking" areas). Any violation

of such rules and restrictions shall be a violation of these Declarations and shall entitle Manager to an injunction forbidding such a violation, its attorney's fees and costs, and shall further permit Manager lien rights on an Owner's Lots for Manager's damages including its attorney's fees and costs.

2.22 Property Retained by Declarant and Boulevard. Subject to the restrictions herein, the PRD Property and Boulevard may be used by Owners, their guests, lessees, and renters. Such right shall be useable subject to the provisions of this Section and so long as each Owner is current in all amounts due to the Association and to the Declarant. Declarant reserves the right but shall not be obligated, to improve the PRD by addition of amenities or facilities as determined by the sole and absolute discretion of the Declarant. The right provided herein is transferrable only to the extent of transfer of a lot ownership. The PRD Property and Boulevard will be useable 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 of 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 these Declarations and the Declarant's rules and regulations as determined 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 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 Polk County, Florida, Official Records, as an amendment to these Declarations 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 these Declarations 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 PRD Property to Owners irrespective of any maintenance obligation of designated PRD Property. This is also as maintenance obligations are primarily designed to maintain the PRD Property in conjunction with the Declarant and other Association(s) 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 assign its rights hereunder to any party.

2.23 The Manager 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 these Declarations which are consistent with and which do not lower the standards of the covenants and restrictions set forth herein

### 3. **EASEMENTS AND RIGHTS-OF-WAY**

Easements and rights reserved to the Manager, whether absolutely or on a non-exclusive basis with public or private utility companies, and rights to utilize the streets, in favor of the Manager, all as shown and described on the Plat, are hereby reserved for the construction, installation and maintenance of any and all utilities, and such other uses as Manager 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 Manager deems necessary or desirable for the public health and welfare or for the benefit of the Manager. If required by Manager, each Lot 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 described on the Plat.

3.1 Manager reserves the right to open and construct new streets, or extend or close any streets in the Subdivision for the use of other phases of Deer Creek RV Golf & Country Club, Inc., of which the Plat is a part thereof, 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 Manager or any owner of any part of such other phase shall have no obligation to compensate any Owner of any Lot in the Subdivision or the Association.

3.2. Manager reserves the right of unobstructed and open access without limitation to all utilities and cutoffs, water, sewer, electric lines, water distribution lines, waste water collection lines, storm water drainage, retention or detention, waste water distribution lines (e.g. gray water), cable and satellite television lines, telephone and telegraph lines, all as declarant deems necessary or desirable for the public health and welfare or for the benefit of the Declarant. If access to said utilities is obstructed by property improvements by Lot Owner, requiring and resulting in damage to said improvements, Manager is not responsible and shall have no obligation to compensate the Owner.

#### **4. SERVICES TO BE PERFORMED BY MANAGER, CHARGES TO LOT OWNER, LOT OWNER'S RESPONSIBILITIES**

4.1 The Manager shall, if possible, cause to be provided curbside garbage services (the Lot Owner must take garbage to such curbside) to the Subdivision. The charge for garbage service shall be paid by Lot Owner to Manager or other provider, at Manager's option. The charge for garbage service is not included within, and is in addition to, the charges described in Paragraphs 4.3, 4.4, 4.5, and 4.8 below. The Manager shall attempt to cause basic cable television service to be provided to each Lot and to the extent Manager 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 Lot Owner) shall be paid by Lot Owner to Manager or other provider, at manager's option. The Lot Owner shall be required to pay for basic cable services whether such service (and enhanced service if Lot Owner chooses to purchase) is not included within, and is in addition to, the charges described in Paragraphs 4.3, 4.4, 4.5 and 4.8 below. The Owner is responsible for the installation and cost of cable/internet installation and service whether payable to Manager or others. Manager will also cause electricity, water and sewer services to be provided each Lot, with "individual" meters. Each Lot Owner is responsible for the cost of use of electricity, water and sewer usage, and such other utilities as may later be available for his Lot and shall pay for such service to the provider of such services, whether the Manager or other provider. The rate charged the Lot Owner for water and sewer shall be substantially equivalent to the then current rate for residential water and sewer service charged by Polk County in this area, or if Polk County no longer provides water and sewer in this area, the rate charged by a similar provider in this area which may exceed Declarant's costs. The charge for electricity, water and sewer service are not included within, and is in addition to, the charges described in Paragraphs 4.3, 4.4, 4.5 and 4.8 below. Each Lot Owner is responsible for the repair, maintenance and replacement of all utility lines and utility equipment, within his Lot.

4.2 The Manager shall provide the Lot Owner the right to non-exclusively use certain of the facilities within the Subdivision in accordance with rules and regulations established from time to time by the Manager in Manager's sole and absolute discretion. The Manager shall maintain the areas of the Subdivision owned by the Manager for use by the Owners upon the terms and conditions, and the rules and regulations as established by the Manager from time to time in its sole and absolute discretion. The Manager shall (or 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 Subdivision 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 9 of these Declarations. The Manager shall cause the lawn on each Lot to be mowed on a schedule determined by Manager, but Manager shall have no responsibility for the replacement or maintenance of the landscaping on each Lot. The Manager will maintain Tract A Landscape, Tract B Retention Area, and Tract C Recreation Area as described on the Plat and any facilities constructed thereon by Manager. The charges for the services provided in this Paragraph 4.2 by the Manager are included with the charges described in Paragraphs 4.3, 4.4, and 4.5 hereof. Each Lot Owner is responsible for the maintenance and repair of the storm water drainage area, (Lot Owners shall not in any way alter or change the storm water drainage, retention, or detention areas located on the Lot Owner's Lot) and all utility lines within each Lot 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 Lot Owner, his guests, agents or invitees wherever located on the Subject Property. The Lot 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 Manager, and the Lot Owner shall hold the Manager harmless and indemnify Manager from any such damages or loss.

4.3 Each Lot Owner hereby agrees to pay a monthly assessment or charge against each Lot for the services set forth in Paragraph 4.2 above, in the initial amount of \$65.00 per month, subject to increases in such rate as set forth in Paragraphs 4.4, 4.5, and 4.6 below. Notwithstanding the foregoing, the Manager with respect to any Lots owned by Manager shall be required to pay only that portion of the monthly assessments or increases allocable to maintenance of drainage structures. The Manager shall not be required to pay the monthly assessment or increases for any other services described in this paragraph. The foregoing assessment or charge 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 Paragraph 4.1 to the Manager 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 permitted Recreational Vehicles 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 a Owner then purchasing a previously unsold Lot in the Subdivision, and if no such unsold Lots are then available, at the highest monthly charge then in effect on any Lot in the Subdivision. Included within the charge or assessment described herein shall be the maintenance of Tract A Landscape, Tract B Retention Area, and Tract C Recreation Area and the maintenance and upkeep of the facilities erected thereon by the Manager of the Subdivision, all as described in Paragraph 4.2. The Manager reserves the right to charge additional fees, assessments and access fees to Owners for their use of recreational or other facilities not physically located within the Subdivision, including rights to use any golf course, storage areas and any additional type of recreational facility or service that may become available in the future. Manager shall not be liable or responsible to the Lot Owner for Lot Owner's agent's, guest's or invitee's use or damages or losses arising from such use of such facilities or services and Lot Owner agrees to indemnify and hold Manager harmless from such damages or losses.

4.4 The monthly assessment and charge set forth in Paragraph 4.3 shall begin on June 1, 1996, be based on all costs and expenses to the Manager 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 Subdivision excluding those on any Lot which are the Lot 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 Subdivision owned by Manager, capital improvements required by any governmental authority or otherwise or required in Manger'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 Manager, increases in costs and expenses with respect to the delivery of utility and other services, and such other costs as determined in Manager's sole and absolute discretion, plus management fee which shall be \$15.00 per month or 12% of the monthly assessment charged at the time, whichever amount is greater. Notwithstanding the foregoing, the initial \$65.00 shall be deemed to be equivalent to Manager's initial costs and management fees. There shall be an adjustment and increase in the monthly assessment or charge on January 1, 1997, and on January 1st of each and every year thereafter of which Manager shall give written notice thereof before January 1st of each year, however, if Manager 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 Manager 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. Manager 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 Paragraph 4.4 above, increased expenses incurred by the Manager to deliver the services described in Paragraphs 4.2 and 4.8, during any year may be passed through to the Lot Owners by the Manager at any time upon written notice by the way of an increase in the monthly assessments to the Lot Owners.

4.6 Each Owner agrees to pay a monthly assessment for services provided by the Manager and any additional charges incurred for late payments of the monthly assessment as set forth by the Manager. Each Owner agrees that as additional facilities and/or services are requested by the Owners from the Manager, and the erection of such additional facilities and/or implementation of such additional services are agreed to by the Manager in its sole and absolute discretion,

that upon erection or implementation, additional associated costs may be incurred. These costs may be passed on to Owners by an increase in their monthly assessments. Prior to agreeing to provide additional services or facilities, there shall be a meeting of the Association members. 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 Paragraph 4.3 shall be increased in order to pay the cost thereof plus a management fee equal to 12% of such cost. For the purposes of all votes, the Manager shall be entitled to one (1) vote for each Lot owned by the Manager.

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

4.8 **PRD and Boulevard Annual Maintenance Fee**. Each Owner, by acceptance of conveyance of a Lot through a deed thereto, 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 Manager with respect to any Lots owned by Manager 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 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 the annual basis and be payable by each Owner monthly, semi-annually, or annually, at Declarant's option 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 (\$10.00) dollars 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 at 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 PRD and Boulevard Annual Maintenance Fee is in addition to the monthly charged assessment set out in Paragraph 4.3. The Lot Owners shall pay a pro rata share of the costs, as determined in the sole and absolute discretion of the Declarant, of maintaining the Boulevard and any improvements constructed on the PRD Property, which pro rata share shall be based on the following ratio: number of Lots over the number of total existing lots in the DEER CREEK RV GOLF & COUNTRY CLUB, INC. 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 per Lot beginning June 1, 1996, and will be revised each year on or before January 1 in the sole and absolute discretion of the Declarant. Attorneys' fees shall be personal obligation of the Owner against whom such were assessed.

4.9 If a Lot 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 assessment described in Paragraph 4.3, the management fee described in Paragraph 4.4, or the PRD and Boulevard Annual Maintenance Fee described in Paragraph 4.8, the Manager 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 Owner fails to make such payments Manager may foreclose the lien in the manner provided for in the foreclosures of mortgages and may obtain judgment for the amounts due. In any such action or other action to enforce the provision of this lien, including appeals, the Manager shall be entitled to recover reasonable attorney's 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 Purchasers 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 these Declarations and all amendments thereto, and to pay the charges and increases of such charges as set forth. All Owners, by acceptance of a deed to their Lot, approve these Declarations 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 Subdivision 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 payments 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 the Subdivision 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 Manager, 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 Manager 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 Subdivision in which the Manager herein undertakes an obligation to maintain, and for the operation and maintenance of any recreational facilities. Manager agrees, however, that any such contractual agreements between the Manager and a third party shall be subject to all of the terms covenants and conditions of this Agreement. Upon the sale or other transfer or assignment by the Manager of its rights and interests under these Declarations or of its interest in the Subject Property included within the Subdivision, Manager shall be relieved of all existing and further liability hereunder.

5. **SALE OF PROPERTY**

No Owner shall solicit prospective purchasers of his Lot which have been brought into the Subdivision by the Manager or any Realty company or otherwise solicited by another person, the Manager or any subsidiary or affiliate thereof. Lot Owners are permitted a Realtor of their own choice or may market their Lot as "For Sale by Owner." Each Owner shall not interfere with any prospective or existing contractual relationship involving the Manager and a customer of Manager and any breach of the provisions of this paragraph by a Owner shall entitle the Manager to bring an action for injunction and for damages against the Owner and Manager shall be entitled to recover reasonable attorney's fees, court costs and all other expenses of litigation.

6. **ENFORCEMENT**

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 Manager, 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 each violation. Costs of such proceedings, including reasonable attorney's fees, shall be paid by the Lot Owner. Any monies owed to Manager by an Owner resulting from the foregoing shall entitle Manager to a judgment for damages and a lien on Owner's Lot which can be foreclosed upon by Manager. The venue for such legal proceedings shall be in Polk County, Florida.

7. **INVALIDITY CLAUSE**

Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

8. **DURATION AND AMENDMENT**

The foregoing covenants, restrictions, reservations, and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the Subject Property, and the same shall bind all persons claiming ownership of all or any portions of said Subject Property. Any inconsistency, vagary or ambiguity in these Declarations shall be resolved solely by the Manager in writing and shall be recorded as an amendment hereto which shall have the effect of amending these Declarations. The Manager reserves the right to amend at any time these Declarations for the purposes of establishing such further restrictions or modifying existing restrictions as it deems necessary in its sole and absolute discretion to carry out the spirit and intent of these Declarations.

9. **MATTERS RELATING TO THE ASSOCIATION INCLUDING ASSESSMENT RIGHTS FOR STREETS**

9.1 Every Owner shall have a right and easement of enjoyment in and to the streets on the Plat hereof 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 Lot Owner that Lot Owner's prorate share of the costs of repair, upkeep and replacement of the streets within the subdivision, 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.

9.2 Every Owner of a Lot which is subject to assessment 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.

9.3 When a minimum of 105 of the Lots are sold, Declarant shall have no further right to vote its Lots with respect to any Association issue contained in this Section 9 only, except as set out in Paragraph 9.96.

9.4 Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Subdivision, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree 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 attorney's 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 attorney's 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.

9.5 Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety and welfare of the Owners of the Lots and for the improvements and maintenance of the streets.

9.6 Assessment. The initial annual assessments against Owners by the Association shall be Zero Dollars (\$0) per Lot.

9.7 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 9 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.

9.8 Special Assessments for Capital Improvements. In addition to the annual assessment authorized in this Section 9, 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.

9.9 Notice and Quorum for any Action Authorized under Sections 9.7 and 9.8. Written notice of any meeting called for the purpose of taking any action authorized under Sections 9.7 and 9.8 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all votes of each class of membership shall constitute a quorum.

9.91 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.

9.92 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 the 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.

9.93 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 this Lot.

9.94 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinated 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 of 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.

9.95 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 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.

9.96 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, notwithstanding the provisions of Paragraph 9.3, until January 1, 2002.

9.100 Bylaw Incorporation. The Bylaws of the Association are incorporated into this Declaration in accordance with Florida law.

10. **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 Subdivision together with Manager's responsibilities described in these Declarations to the Association or the Lot Owner. The Association and/or Lot Owners may not object to and must accept such conveyance of property and responsibilities.

11. **HOUSING FOR OLDER PERSONS – 55 YEARS OF AGE OR OLDER COMMUNITY**

This Section outlines the elements of the Osprey Point Compliance Program for the Housing for Older Persons program managed by the state of Florida.

11.1 **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.

11.2 **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 Board of Directors of the Association 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.

11.3 **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 ninety (90) days or more, within a twelve (12) month period

11.4 **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.

11.5 **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 35 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 35 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.

11.6 **Age Verification Policies and Procedures.** The Board of Directors of the Association shall establish and maintain appropriate policies and procedures to require that applicants and occupants comply with the age requirements for occupancy, and documents verifying such age requirements must be presented prior to closing or signing a lease. The individual's statement must set forth the basis for such knowledge and be signed under the penalty of perjury.

11.7 **Exceptions to Age Restriction.** The Board of Directors of the Association 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 11.3 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.

11.8 **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; or (iv) There are lots occupied prior to the adoption of this amendment and continue to be occupied by owners and their immediate families who do not meet the requirements set forth in this amendment

11.9 **Policies and Procedures.** The Board of Directors of the Association 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 their 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.

11.10 **Verification of Occupancy.** The Board of Directors of the Association 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 11.5, 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 11.8. 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.

11.11 **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 35 years of age or older. 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, as 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 35 years of age or older.

11.12 **Prohibition Against Amendment or Revocation.** None unless necessary

12. **NO WAIVER** Any time under these Declarations that the Manager may give its prior written approval or consent to any action hereunder, the fact that Manager may have previously given its approval or consent to another Lot Owner or even to the same Lot Owner on a different occasion shall not be any precedence and shall not in any way be deemed to be a waiver of the requirement of Manager's prior written approval or consent.

13. **ACKNOWLEDGEMENT** The Association acknowledges that in all the foregoing document the Manager will retain the right and responsibility for final approval or rejection of all recommendations brought forth by the Association until such time as the governing documents of Deer Creek RV Golf & Country Club are amended.