


State of Florida




Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of LILY LAKE GOLF & RV RESORT PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 12, 1988, as shown by the records of this office.

The document number of this corporation is N26420.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
12th day of May, 1988.




Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
LILY LAKE GOLF & RV RESORT
PROPERTY OWNERS ASSOCIATION, INC.
(a corporation not for profit)

The undersigned, for the purpose of forming a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation.

ARTICLE I
NAME

The name of this corporation is LILY LAKE GOLF & RV RESORT PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II
DURATION

The duration of this corporation shall be perpetual. The date and time of the commencement of the corporate existence shall be the date and time of the filing of these Articles of Incorporation by the Department of State, State of Florida.

ARTICLE III
PURPOSES

The general nature of the object and purposes of this corporation shall be to provide an entity to maintain for the use and benefit of the members of this corporation, any and all roads lying within LILY LAKE GOLF & RV RESORT, PHASE I, as recorded in Plat Book 86, Pages 4 & 5, public records of Polk County, Florida, and any future units or phases of said subdivision, and any road the corporation agrees to maintain and construct upon an easement granted to the corporation for the benefit of its members for ingress and egress to and from said subdivision. To that end, the corporation shall have the power to acquire by purchase, lease, gift, devise and bequest, and to hold, own, sell, lease, manage, encumber, mortgage, improve or otherwise dispose of, real and personal property, or any interest therein, and to acquire, construct, build, improve and erect buildings with appurtenant structures and facilities, furniture, fixtures, supplies, equipment and appliances as may be necessary and

expedient, and generally to do any and all things aforementioned which may be necessary or proper in the judgment of the board of directors of the corporation, in connection with the objects and purposes herein set forth. The corporation shall have all the rights, privileges, powers and immunities available to corporations not for profit under the laws of the State of Florida, and the enumeration herein of specific objects and purposes shall not limit the objects or powers of the corporation thereunder. Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in the furtherance of the exempt purposes of organizations as set forth in Section 501(c) of the Internal Revenue Code 1954, and the regulations thereunder, as the same now exist or as they may be hereafter amended from time to time.

ARTICLE IV INDEBTEDNESS

For the purposes of financing the projects of the corporation in furtherance of its corporate purposes herein stated, or for the purpose of funding or refunding any indebtedness theretofore incurred by the corporation, the corporation shall have the power to borrow money and to make negotiable notes or bonds, debentures or other evidences of indebtedness or obligations which shall be authorized by a resolution of the board of directors of the corporation and may bear such date or dates, mature at such time or times, bear interest at such rate or rates, not exceeding the legal rate, be in such denominations and form, and be entitled to such lien and priority on the revenues, rates, fees, rentals or other charges or receipts of the corporation as such resolution or resolutions subsequent thereto may provide.

ARTICLE V MEMBERSHIP

The membership of this corporation shall be limited to the subscribers to these Articles of Incorporation and to all owners of lots in LILY LAKE GOLF & RV RESORT, PHASE I, including any future phases, and their prospective successor lot owners. Upon purchase of a lot within said subdivision, the purchaser shall become a member of this corporation. Membership in this corporation cannot be assigned or transferred and shall be terminated upon the sale by any member of all lots owned by him, her or it in the subdivision.

At any annual meeting or special called meeting of the membership of the corporation, or at any other meeting at which a vote is required from the membership of the corporation, each member shall be entitled to one vote for each lot (regardless of its location, dimensions or size) owned by the member. If there is more than one member for any lot, any one of the member owners

present at a meeting may vote as a member; provided, that if there shall be more than one member owner present for any one lot, then the vote for such lot may be made by such member owner who shall be designated in writing by a majority of the other owners of said lot. The vote for any lot owner by a corporation may be cast by a president or vice president of the corporation, or by any other person designated in writing by the president or vice president of the corporation. Lots owned by other organizations or associations may be voted by such persons as shall be designated in writing by the managing board or body of such organizations. Any corporation or other artificial entities, organizations, or associations may be represented on the board of directors of the corporation by their officers or other employees authorized in writing to serve on such board by any such lot owning entities.

ARTICLE VI
INITIAL REGISTERED OFFICE AND AGENT

The street address of the corporation's initial registered office is 146 East Stuart Avenue, Lake Wales, Florida 33859-1559, and the name of its initial registered agent at such address is Jerry C. Scarborough.

ARTICLE VII
MANAGEMENT OF THE CORPORATION'S AFFAIRS

All corporate powers 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 of the corporation.

ARTICLE VIII
OFFICERS

The officers of the corporation shall consist of a president, a vice-president, a treasurer, a secretary, and such other officers as may be authorized by the bylaws. The officers shall be elected by the board of directors. An officer need not be a resident of the State of Florida nor a member of the corporation.

ARTICLE IX
INITIAL OFFICERS

The names and addresses of the persons who shall serve as officers of the corporation until the first election of officers by the board of directors are as follows:

President: Jerry C. Scarborough
500 U.S. 27 South
Frostproof, Florida 33843

Vice-President: C. B. Myers, III
500 U.S. 27 South
Frostproof, Florida 33843

Secretary/
Treasurer: Marilyn L. Scarborough
500 U.S. 27 South
Frostproof, Florida 33843

ARTICLE X
BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the corporation shall be three. The number of directors may be increased or decreased from time to time by the bylaws, but shall never be less than three. Members of the board of directors need not be residents of the State of Florida; however, they shall be members of the corporation. The directors shall be elected at the annual meeting of the members, and shall hold office, in the manner set forth in the bylaws. Directors shall be removed and vacancies filled in the manner provided in the bylaws.

The name and address of each person who shall serve as a member of the initial board of directors is as follows:

Jerry C. Scarborough
500 U.S. 27 South
Frostproof, Florida 33843

C. B. Myers, III
500 U.S. 27 South
Frostproof, Florida 33843

Marilyn L. Scarborough
500 U.S. 27 South
Frostproof, Florida 33843

ARTICLE XI
NAMES AND ADDRESSES OF INCORPORATORS

The names and addresses of the incorporators of this corporation are as follows:

Jerry C. Scarborough
500 U.S. 27 South
Frostproof, Florida 33843

C. B. Myers, III
500 U.S. 27 South
Frostproof, Florida 33843

Marilyn L. Scarborough
500 U.S. 27 South
Frostproof, Florida 33843

ARTICLE XII
BYLAWS

The board of directors of this corporation may provide such bylaws for the conduct of the business of the corporation and the carrying out of its purposes, as the board of directors may deem necessary or appropriate from time to time.

Upon proper notice, the bylaws may be amended, altered, or rescinded by a majority vote of the members of the board of directors, at any regular meeting or special meeting called for that purpose.

ARTICLE XIII
MEETINGS OF THE MEMBERS

Annual and specially called meetings of the members of this corporation shall be held as provided in the bylaws.

ARTICLE XIV
QUORUM AT MEMBERS MEETING

One-third (1/3) of the general membership, represented in person or by proxy, shall constitute a quorum at a meeting of the members of the corporation.

ARTICLE XV
NON-PROFIT STATUS

This corporation is a corporation not for profit, organized under the provisions of the Florida Corporation Not for Profit Law, as set forth in Chapter 617 of the Florida Statutes. This corporation shall not exist or be operated for pecuniary profit. This corporation shall not have or issue shares of stock, and no dividends shall be paid. No part of the income of this corporation, or the assets upon liquidation, shall inure to the benefit of or be distributed to any member, director or officer; provided, however, the corporation may reimburse its members, directors and officers for reasonable expenses incurred for or in the behalf of the corporation and may pay reasonable compensation to its members, directors and officers for actual services rendered to the corporation, as permitted by law and with the specific approval of the board of directors.

ARTICLE XVI
AMENDMENT OF ARTICLES

The corporation reserves the right to amend these Articles of Incorporation, from time to time, in any and as many respects as may be desired, in accordance with the manners and procedures provided by law.

ARTICLE XVII
ASSESSMENTS

Assessments shall be levied upon each owner or owners of a lot within Lily Lake Golf & RV Resort based on each lot owner or owners prorata share of the cost to maintain the roads within the subdivision and any other road the corporation agrees to maintain, and other improvements required to be maintained by the corporation, and of the administration and other expenses of the corporation.

IN WITNESS WHEREOF, we, the undersigned, for the purpose of forming this corporation not for profit under the laws of the State of Florida, have executed these Articles of Incorporation this 6th day of May, 1988.

Signed, sealed and delivered
in the presence of:

Meryl Respondak
Peter L. King
"TWO WITNESSES"

Jerry C. Scarborough
JERRY C. SCARBOROUGH

Meryl Respondak
Peter L. King
"TWO WITNESSES"

C. B. Myers, III
C. B. MYERS, III

Meryl Respondak
Peter L. King
"TWO WITNESSES"

Marklyn D. Scarborough
MARKLYN D. SCARBOROUGH

EXHIBIT "G-1"

DECLARATION OF COVENANTS AND RESTRICTIONS OF LILY
LAKE GOLF & RV RESORT, PHASE I

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, Jerry C. Scarborough and Marilyn L. Scarborough, his wife, are now the owners of all of the lots shown on the plat of LILY LAKE GOLF & RV RESORT, PHASE I, Polk County, Florida, according to the plat thereof recorded in Plat Book 86, pages 4 & 5, of the public records of Polk County, Florida; and,

WHEREAS, Jerry C. Scarborough and Marilyn L. Scarborough, his wife, are developing the property shown on said plat and are desirous of placing certain covenants and restrictions on the real property described above, said covenants and restrictions to run with the title to the aforesaid lots.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the said Jerry C. Scarborough and Marilyn L. Scarborough, his wife, hereinafter known as the "Developer", does hereby for itself, and its successors and assigns, restrict the use, as hereinafter provided, of all the lots shown on and which are a part of the aforesaid real property and the Developer does hereby place upon said lots certain covenants and restrictions as follows:

1. Said lots shall be used exclusively as a recreational vehicle site. All lots shall be reserved and restricted for recreational vehicle sites and recreational vehicles, including within such category, "Park Model" recreational vehicles of five hundred square feet (500') or less, modern travel trailers, motor homes and other similar types of recreational vehicles. Lot owners, their guests, successors and assigns are prohibited from erecting or placing on any lot any permanent or semi-permanent structure of which prohibited structures include, without limitation, the following:

a. Screen rooms, carports, metal awnings or any type of permanent extended overhangs or attached structures may not be constructed without the prior approval of the LILY LAKE PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation,

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Please Return to:
PETERSON, MYERS, CRAIG, CREWS, BRANDON & MANNI, P.A.
P. O. Box 1079 Lake Wales, Florida 33853

THIS INSTRUMENT PREPARED BY C B MYERS, III OF
PETERSON MYERS, CRAIG, CREWS, BRANDON & MANNI, P.A. ATTORNEYS AT LAW
130 EAST CENTRAL AVENUE, LAKE WALES, FLORIDA 33853

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hereinafter known as Association, and subject to the criteria set forth in the Rules and Regulations of the Association. All recreational vehicles, other than "park models" shall not remove axles, wheels, tongues or in any way create a "permit" setup. In addition, all units other than park models are prohibited from adding any attached structure, screen room, carports, metal awnings or any type of permanent extended overhang and must remain in a readily moveable or mobile condition. In addition, any attached structure, screen rooms, carports, metal awnings or any type of permanent extended overhangs must be of the same color and basic exterior covering as the recreational vehicle unit located on the lot or in the alternative the recreational vehicle must be covered with additional material of the same color and basic exterior covering as any attached structures. Furthermore, all recreational vehicle units and any attached structures, screen rooms, carports, metal awnings or any type of permanent extended overhangs must have a roof line which is contiguous to the original recreational vehicle unit or in the alternative, "roofovers" are allowed to completely cover the existing units.

b. Travel trailers longer than Forty-three (43) feet or wider than Twelve (12) 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 prohibited hereunder as "recreational vehicles";

c. Mobile homes;

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 not mounted on wheels.

f. Pop-up travel trailers.

g. Pickup campers.

h. Any structure designed, intended or used as permanent living quarters. Provided, this paragraph is not intended to prohibit or limit the utilization of otherwise

permissible recreational vehicles as described above which might also ancillary have to utilize sewer and water facilities provided at the lot sites. No recreational vehicle shall be placed on a lot without having the advance approval of the Association. Said approval may be given by a duly authorized representative or agent of the Association.

2. Tables, benches, and mobile grills may be erected, however, no other personal property, except as provided in paragraph one (1) above, shall be permitted to remain where it can be seen by other lot owners or visitors to the area, except when the site is actually in use. Provided further, the foregoing shall not apply to any permissible recreational vehicle which may be allowed to remain on the lot even though said lot is not in use.

3. Free standing utility sheds may be placed on the aforesaid lots, however, in no event shall they exceed eighty square feet (80') in size. All such free standing utility sheds must be approved by the Association prior to being placed on the lot.

4. No structure, either permanent or temporary, including, but not limited to, barbecue grills, utility sheds, and picnic tables, shall be located on or placed within any setback area, as now or hereafter defined by the County of Polk, except for air conditioning units and LP gas tanks.

5. Any addition to any existing concrete pad must be approved by the Association as to size, design and construction prior to the commencement of any construction thereof.

6. All lots and recreational vehicles located thereon shall be kept in a neat and attractive manner and state of repair. All trees, lawns, shrubs, plants and flowers shall be kept in a neat, attractive, cultivated and orderly manner.

7. Only one permissible recreational vehicle may be located on or maintained on each lot except as provided for in the Rules and Regulations of the Association.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a total of two dogs, cats and other household pets may be kept, provided they are not

kept, bred or maintained for any commercial purpose, and provided they are kept under leash, if necessary, to avoid their constituting a nuisance to the neighborhood.

9. No sign of any kind shall be displayed to the public view on any lot, except one sign bearing the lot owner's name, said sign not to exceed one square foot. Notwithstanding the above, the Developer shall have the right to install uniform signs with the lot number and unit number on each lot for identification purposes. No sign shall be attached to any tree at any location in LILY LAKE GOLF & RV RESORT, PHASE I.

10. No fences, walls, or hedges shall be permitted on any lot. Nothing in this paragraph shall be construed so as to disallow the building of a perimeter fence around the overall subdivision by the developer or other areas as determined by the developer.

11. No clotheslines, mailboxes, radio and t.v. antennas or satellite dishes shall be permitted on any lot, however, recreational vehicles which are self contained and mobile may have satellite dishes if the satellite dish is located on the top or roof of the recreational vehicle and prior approval is given in writing by the Association.

12. No garbage or trash receptacles, other than those approved by the Association, shall be allowed on any lot.

13. An easement of Five Feet (5') is reserved along the side line each of each lot and Ten Feet (10') along the front and back lines of each lot for the installation and maintenance of utility services, and said easement may be used by the Developer or its successors and assigns for such installation and maintenance, as the case may be.

14. No outside toilets shall be installed or allowed on any lot.

15. No nuisance shall be allowed upon any of the aforesaid property nor any use or practice which is source of annoyance to lot owners, guests, lessees or other users of the aforesaid property, or which interferes with the peaceful possession or proper use of the property. All parts of the aforesaid property,

including each lot and any recreational vehicle thereon, shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist.

16. No commercial activity of any kind whatsoever shall be conducted on or from any lot in LILY LAKE GOLF & RV RESORT, PHASE I. Lot owners are prohibited from placing "for sale" signs anywhere on their lots or recreational vehicle thereon.

17. Neither the lot owners nor the Association nor their use of any property in LILY LAKE GOLF & RV RESORT, PHASE I shall interfere with the completion of the contemplated improvements or sale of said lots by Developer. The Developer may make such use of the unsold lots and the common elements as may facilitate such completion and sale 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, and the renting of unsold lots to the general public.

18. No unlicensed vehicles, with the exception of golf carts, shall be permitted within the subdivision. Furthermore, no noisy licensed vehicles shall be permitted, and no commercial trucks shall be permitted. Only two motor vehicles may be parked at any time on the aforesaid lots.

19. Visible repair of vehicles or outboard motors, and building, rebuilding or storage of boats or recreational vehicles shall not be permitted except in areas provided by Developer. A reasonable fee will be charged for the use of the aforesaid area.

20. LILY LAKE GOLF & RV RESORT, PHASE I, is an adult park. Use is restricted to adults, however, the Association may adopt rules permitting child guests for reasonable periods.

21. The lot owner shall not permit or suffer anything to be done or kept on his lot which will increase the rate of insurance on any common property, or which will obstruct or interfere with the rights of other lot owners or annoy them by unreasonable noises, or otherwise; nor shall any lot owner commit or permit any nuisance, immoral or illegal act in or about common property.

22. No person shall use the property owned by the Association or the Developer, or any part thereof, or a lot or

any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association.

23. The initial rules and regulations are as set forth in the By-Laws of the Association. The said rules and regulations shall be deemed effective until amended, as provided by the By-Laws, however, other reasonable rules and regulations governing the use and occupancy of the aforesaid property and which do not alter or are not in contravention of any of the foregoing provisions may be made and amended from time to time by the Association in the manner provided by the Articles and By-Laws of the Association.

24. The Developer shall have the right to include in any contract or deed, hereafter made, any additional covenants and restrictions which are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

25. Developer shall, at such time when ninety (90%) percent of the lots in all phases of LILY LAKE GOLF & RV RESORT have been sold by the Developer, or on or before November 1, 1992, whichever date shall be sooner, convey the following facilities to the Association, to wit: streets, fences, parks, greenbelts, landscaping, signs and all other common properties which are located on the aforesaid real property.

26. The Association shall levy and collect a reasonable monthly assessment from the lot owners sufficient to cover each lot owner's proportionate share of the actual cost of operating and maintaining all common use property and facilities, providing water, electricity and garbage disposal service, sewage service, general maintenance and carrying out the duties of the Association. The Association shall also include in the said assessment a sum adequate to pay all real property taxes on the common use properties. The collection of the aforesaid sums shall be provided for in an adequate manner to assure the performance of all necessary maintenance. The assessments for expenses shall be levied in accordance with the By-Laws of the Association. The Association shall have a lien on each lot for

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unpaid assessments, as set forth above, which are due and payable. This lien shall include interest at the highest rate provided for in the Florida Statutes at the time the lien is imposed, said interest accruing from the date said assessments are due. Upon request, a written statement shall be provided by the Association giving the assessment fees currently due on any lot in LILY LAKE GOLF & RV RESORT, PHASE I, and this statement may be relied upon by any purchaser, creditor or other interested party.

27. These covenants and restrictions shall run with the above-described real property and be binding on all lot owners, their heirs, executors, administrators, successors and assigns, including all guests and renters, and this declaration of covenants and restrictions may be amended or modified at any time by an instrument, properly acknowledged, executed by at least 90% of the property owners, and recorded in the public records of Polk County, Florida.

28. Enforcement of these restrictions (including such action or actions as may be necessary to collect the annual assessments or charges) shall be by action against any person or persons violating or attempting to violate the same, or failing to perform the same, either to restrain violation, enforce compliance or performance or to recover damages. The party enforcing the covenants and restrictions, if said party is successful and prevails in such action shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sums as the court may have judged to be reasonable for the services of an attorney (including attorney's fees for the taking and handling of appeals from final judgment).

29. Invalidation of any of these covenants by judgment or court order in no way shall affect any of the provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our seals this 11th day of May, 1988.



JERRY D. SCARBOROUGH

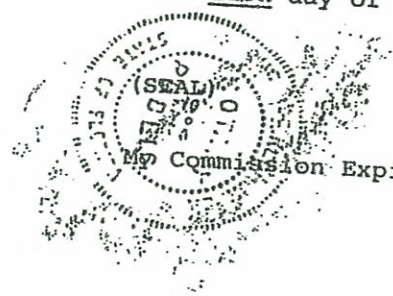
Sheryl A. Spindick
Witnesses

MARILYN W. SCARBOROUGH

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, JERRY C. SCARBOROUGH and MARILYN L. SCARBOROUGH, his wife, named as Owners in the foregoing Declaration of Covenants and Restrictions of LILY LAKE GOLF & RV RESORT, PHASE I, and that they severally acknowledged executing the same in the presence of the two witnesses freely and voluntarily under the authority duly vested in them by said corporation, for the purposes therein expressed, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal at Lake Wales
County of Polk and the State of Florida,
this 11th day of May, 1988.



Sheryl O. Rospondik
NOTARY PUBLIC/STATE OF FLORIDA

My Commission Expires: My Commission Expires June 26, 1988

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FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cir. Ct.
POLK COUNTY, FLA.
BY *[Signature]* D.C.