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(E) This instrument prepared by:
C.B. Myers, III, Esquire
PETERSON & MYERS, P.A.
Post Office Box 1079
Lake Wales, Florida 33859-1079

**DECLARATION OF COVENANTS AND
RESTRICTIONS OF LILY LAKE
GOLF & RV RESORT, PHASE III-B**

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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 as
shown on the plat of LILY LAKE GOLF AND RV RESORT, PHASE III-B, Polk County,
Florida, according to map or plat thereof recorded in Plat Book 104, Page(s) 33,
of the public records of Polk County, Florida; and

WHEREAS, Jerry C. Scarborough and Marilyn M. Scarborough, his wife, have
developed the property as shown on the aforesaid plat.

NOW THEREFORE, for and in consideration of the premises and for other good
and valuable consideration, 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 "Park Model" site or
"Manufactured Home" site. All lots shall be reserved and restricted for "Park Model"
and "Manufactured Homes". 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, or detached structures may not be constructed
without the prior approval of the LILY LAKE PROPERTY OWNERS ASSOCIATION,
INC., a Florida non-profit corporation, hereinafter known as Association, and subject
to the criteria set forth in the Rules and Regulations of the Association. In addition,
any attached structure, screen rooms, carport, metal awnings or any type of

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permanent extended overhangs must be of the same color and basic exterior covering as the unit located on the lot. Furthermore, all Park Models and Manufactured Homes and any attached structures, screen rooms, carports, metal awnings or any type of permanent extended overhangs must have a roof line which is continuous to the original park model or manufactured home unit.

2. All units must be skirted at the time of installation. The type and design of said skirting must be approved by the Association.

3. 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.

4. Free standing utility sheds may be placed on the aforesaid lots, however, in no event shall they exceed eighty square feet (80') in size or nine feet (9') in height from top of floor to top of shed. All such free standing utility sheds must be approved by the association prior to being placed on the lot and must be of the same color and basic exterior covering as the Park Model or Manufactured Home.

5. No building 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.

6. 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.

7. All lots and Park Models or Manufactured Homes 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.

8. Only one permissible park model or manufactured home may be located on or

maintained on each lot except as provided for in the Rules and Regulations of the Association.

9. 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.

10. 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 III-B.

11. 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.

12. No clotheslines, mailboxes, radio and t.v. antennas or satellite dishes shall be permitted on any lot, except for common mailbox areas.

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

14. An easement of five feet (5') is reserved along each side line of each lot and fifteen feet (15') along the front lines and ten feet (10') along 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.

15. Setbacks are ten feet (10') along back line, five feet (5') on sides and fifteen feet (15') from front.

16. 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 or manufactured home 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.

17. No commercial activity of any kind whatsoever shall be conducted on or from any lot in LILY LAKE GOLF & RV RESORT, PHASE III-B.

18. Neither the lot owners nor the Association nor their use of any property in LILY LAKE GOLF & RV RESORT, PHASE III-B 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 unsold lots and Park Models or Manufactured Homes to the general public.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 January 31, 2001, 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.

27. 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 s 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 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 III-B, and this statement may be relied upon by any purchaser, creditor or other interested party. The annual assessment provided for herein shall commence at such time as the lot is conveyed and a "Park Model" or "Manufactured Home" is set upon said lot.

28. In addition to the powers enumerated herein and any and all other powers granted to the Association, the Association shall have the power and responsibility to operate and maintain all common properties, specifically including but not limited to, the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches culverts, culverts, structures and related appurtenances. The surface water management system shall be owned by the Association as a common property. Additionally, if the Association is dissolved for any reason whatsoever, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and if that is not accepted, then the surface water management system shall be dedicated to a non-

profit corporation which shall provide for the perpetual maintenance of the surface water management system.

29. These covenant 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 ninety (90%) percent of the property owners in all existing and future phases of LILY LAKE GOLF & RV RESORT, and recorded in the public records of Polk County, Florida. Notwithstanding anything contained herein to the contrary, any amendment hereto which affects the surface water management system, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District, its successors and assigns. These covenants and restrictions shall run in perpetuity.

30. 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 attorneys' fees for the taking and handling of appeals from final judgment).

31. 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.

The aforesaid Covenants and Restrictions were properly executed by Jerry C. Scarborough and Marilyn L. Scarborough, his wife, and properly witnessed and notarized prior to their recording in the public records of Polk County, Florida.

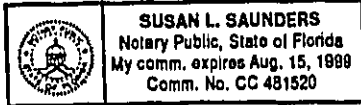
DATED the 13th day of MAY, 1997.

Susan L. Saunders
Printed Name: SUSAN L. SAUNDERS
Bina H. Lendon
Printed Name: BINA H. LENDON
Two Witnesses

Jerry C. Scarborough
JERRY C. SCARBOROUGH
Marilyn L. Scarborough
MARILYN L. SCARBOROUGH
500 U.S. Highway 27 South
Frostproof, Florida 33843

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 13th day of MAY, 1997, by JERRY C. SCARBOROUGH and MARILYN L. SCARBOROUGH, his wife, who are personally known to me.



Susan L. Saunders
Printed Name:
Notary Public

My commission expires: