

HUNT AND SMITH LAW FIRM, PA  
P O BOX 1260  
LAKE WALES, FL 33859

INSTR # 2008166710  
BK 07730 PGS 1504-1514 PG(s)11  
RECORDED 10/02/2008 11:51:33 AM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 95.00  
RECORDED BY L Withem

**AMENDED AND RESTATED DECLARATION OF PROPOSED  
COVENANTS AND RESTRICTIONS OF  
LILY LAKE GOLF & RV RESORT, PHASE III-C**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, **LILY LAKE RESORT HOMES, INC.** is now the owner of all of the lots as shown on the plat of LILY LAKE GOLF & RV RESORT, PHASE III-C, Polk County, Florida, according to the map or plat thereof recorded in Plat Book 150, Page(s) 25 & 26, Public Records of Polk County, Florida, covering the property described on Exhibit "A" attached hereto; and

WHEREAS, Lily Lake Resort Homes, Inc., a Florida corporation, has developed the property as shown on the aforesaid plat; and

WHEREAS, LILY LAKE RESORT HOMES, INC. previously recorded Declaration of Proposed Covenants and Restrictions of Lily Lake Golf & RV Resort, Phase III-C, in Official Record Book 7634, Pages 2250-2258, Public Records of Polk County, Florida, and now desires to amend and restate said Declaration as follows:

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, Lily Lake Resort Homes, Inc., a Florida corporation, 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 "Manufactured Home" or "Port" site as indicated. Said lots shall be reserved and restricted for

“Manufactured Homes”, with one recreational vehicle (RV) permitted in the attached RV Port.

- 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 written approval of the current developer or assigns. Once the original structure package is conveyed from Developer, written approval is required from the LILY LAKE GOLF & RV RESORT PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, hereinafter referred to as “the Association,” for any construction or alterations on any lot. Any type of permanent extended overhangs must be of the same basic color as the exterior overhangs on the unit located on the lot. Roof shingles must match home shingles and be used on any addition(s) where possible.
  - b. Owners, to include his or her heirs, successors and/or assigns of lots 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 535, 536, 537, 538, 539, 540, 541 and 542 (with Developer approved plans submitted by Owner, his or her heirs, successors and/or assigns and no others) shall be permitted to use said Lots for RV sites only, with no other structural improvements to the lot, for a period of up to three (3) years from the date of the initial deed of conveyance of the lot from the Developer to said Owner, after which time the Owner, his or her heirs, successors and or assigns must fully improve the lot (minimum motor port).
  - c. Additionally, Owners of said lots 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 535, 536, 537, 538, 539, 540, 541, and 542 (and no others) shall be permitted to construct and maintain a stand alone RV port without a manufactured home.
2. All units must be skirted at the time of installation. Skirting shall be of brick type, masonry, siding or vinyl.
  3. Improvements to all lots shall be made within the required setbacks, except those permitted by Polk County Building Division.
  4. All 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.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a total of two domestic pets may be kept, provided they are kept on a leash, if necessary, to avoid their constituting a nuisance to the neighborhood.
6. 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 signs shall be attached to any tree at any location in LILY LAKE GOLF & RV RESORT, PHASE III-C.
7. No fences, walls or hedges shall be permitted on any lot. Nothing in this paragraph shall be construed so as to prohibit the building of perimeter fencing around the overall subdivision by the Developer or other areas as determined by the Developer. Low patio walls are permitted at the rear of perimeter lots as well as at the rear of lots which back up to retention ponds or the golf course. The low patio walls shall not exceed the height of the steps serving the unit located on the lot.
8. No clotheslines, mailboxes, radio or television antennas shall be permitted on any lot, except for common mailbox areas.
9. No garbage or trash receptacles, other than those approved by the Association, shall be allowed on any lot.
10. An easement of five (5) feet is reserved along each sideline of each lot and fifteen (15) feet along the front lines and five (5) feet along the rear lines of each lot for the installation and maintenance of utility services. Said easement may be used by the Developer or its successors and assigns for such installation and maintenance, as the case may be.
11. Setbacks are five (5) feet on golf course, perimeter, or retention pond, five (5) feet on sides and fifteen (15) feet from front.
12. No nuisance shall be allowed upon any of the aforesaid property nor any use or practice which is the 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.

13. No commercial activity of any kind whatsoever shall be conducted on or from any lot in LILY LAKE GOLF & RV RESORT, PHASE III-C.
14. Neither the lot owners nor the Association nor their use of any property in LILY LAKE GOLF & RV RESORT, PHASE III-C 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 display of "For Sale" signs, the showing of unsold lots or Manufactured Homes to the general public.
15. 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.
16. Visible repair of vehicles, boats or motors shall not be permitted, except in areas provided by Developer or Association.
17. LILY LAKE GOLF & RV RESORT, PHASE III-C, is an adult park. Use is restricted to adults, however, the Association may adopt rules permitting children as guests for reasonable durations of time.
18. The lot owner shall not permit or suffer anything to be done or kept on his or her 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.
19. 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.

20. The initial rules and regulations are as set forth in the By-Laws of the Association. 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 to any of the foregoing provisions may be made and amended from time to time by the Association in the manner provided by the By-Laws of the Association.
21. 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.
22. Developer shall, at such time when ninety (90%) per cent of the lots in all phases of LILY LAKE GOLF & RV RESORT have been sold by the Developer, or on or before March 1, 2009, 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.
23. 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 costs or 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 unpaid assessments as set forth above, which are due and payable. This lien shall included interest at the highest rate provided for by Florida law 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-C, 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 "Manufactured Home" is set upon lot.

24. These covenants and restrictions shall run with the above-described real property and be binding upon 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%) per cent 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, hereinafter known as the "District".
25. 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, which shall include but not be limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
26. The surface water management system facilities are located on land that is designated common property on the plat, are located on land that is owned by the Association, or are located on land that is subject to an easement in favor of the Association and its successors.
27. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include,

but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in section 1.7.24 of the Southwest Florida Water Management District Basis of Review, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities, which are consistent with the design and permit conditions approved by the District in Environmental Resource Permit may be conducted without specific written approval from the District.

28. The Association is responsible for operation and maintenance of the surface water management system facilities. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.
29. All the lot owners, parcel owners or unit owners must be members of the Association.
30. The Association will establish a method of assessing funds and collecting the assessed funds by the Association for operation, maintenance and replacement of the surface water management system facilities.
31. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.
32. Any amendment of the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the District.
33. The restrictions shall be in effect for at least 25 years with automatic renewal periods thereafter as determined by the Association.
34. If the Association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in

accordance with the requirements of the Environmental Resource permit, unless and until and alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h of the Southwest Florida Water Management District Basis of Review.

35. For projects which have on-site wetland mitigation as defined in section 1.7.24 of the Southwest Florida Water Management District Basis of Review which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation areas(s) each year until the District determines that the areas(s) is successful in accordance with the Environmental Resource Permit.
36. 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, 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 judgements or orders).
37. Invalidation of any of these covenants by judgement or court order shall in no way affect or invalidate any of the other provisions, which shall remain in full force and effect.

The aforesaid Covenants and Restrictions were properly executed by Lily Lake Resort Homes, Inc., a Florida corporation, and properly witnessed and notarized prior to their recording in the Public Records of Polk County, Florida.

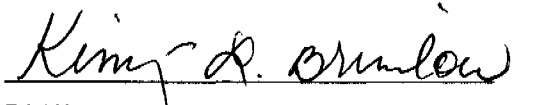
DATED this 25 day of August, 2008.



Signed, Sealed and Delivered  
in the Presence of these Witnesses:

  
Print Name: VERA M. KEEN

  
**JERRY C. SCARBOROUGH, President**  
**Lily Lake Resort Homes, Inc.**  
6603 Hwy. 27 South  
Frostproof, FL 33843

  
Print Name: KIMBERLY L. BRIMLOW

STATE OF Florida  
COUNTY OF Folk

The foregoing instrument was acknowledged before me this 25 day of,  
August 2008, by **JERRY C. SCARBOROUGH, PRESIDENT, Lily Lake Resort  
Homes, Inc., a Florida corporation, who is personally known to me** or who has  
produced \_\_\_\_\_ as  
identification.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

 **Vera M. Keen**  
Commission # DD430299  
Expires September 15, 2009  
Bonded Troy Fain - Insurance, Inc. 800-365-7019

## EXHIBIT "A"

**Prepared for:** Pickett Engineering, Inc. **Date:** February 27, 2008  
**Description:** Lily Lake Ph III-C Revised **File:** 13971-1-Phase III-C Legal.doc

### LEGAL DESCRIPTION

That part of the Southeast quarter and the Northeast quarter of Section 1, Township 32 South, Range 27 East, Polk County, Florida, described as follows:

Begin at the Southeast corner of Tract 'A' as shown on the plat of LILY LAKE GOLF & R.V. RESORT PHASE III B, as recorded in Plat Book 104, Page 33 of the public records of Polk County, Florida, said point also being on the East line of the Southeast quarter of said Section 1; thence S00°47'51"E along said East line of the Southeast quarter a distance of 598.94 feet; thence S71°07'14"W departing said East line a distance of 230.50 feet; thence N32°06'07"W a distance of 1180.00 feet; thence N57°53'53"E a distance of 62.00 feet; thence S50°26'37"E a distance of 168.42 feet; thence S32°06'07"E a distance of 147.00 feet to a point on the North line of the Southeast Quarter of said Section 1; thence N89°30'16"E along said North line a distance of 88.06 feet; thence S32°06'07"E departing said north line a distance of 193.94 feet to the Southwest corner of Lot 307 and a non-tangent intersection with a curve concave to the Southeast and having a radius of 112.73 feet; thence along the South line of said PHASE III B and the arc of said curve through a central angle of 10°16'22" a length of 20.21 feet (a chord bearing of S63°02'04"W, a chord distance of 20.18 feet); thence S32°06'07"E a distance of 20.00 feet to a non-tangent intersection with a curve concaved to the Southeast and having a radius of 92.73 feet; thence continuing along the South line of said PHASE III B and the arc of said curve through a central angle of 31°20'48" a length of 50.73 feet (a chord bearing of N73°34'17"E, a chord distance of 50.10 feet) to a Point of Tangency; thence N89°14'41"E continuing along the South line of said PHASE III B a distance of 34.95 feet to the Northwest corner of Lot 306; thence S00°45'19"E along the West line of said Lot 306 a distance of 75.00 feet to the Southwest corner of lot 306; thence N89°14'41"E continuing along the South line of said PHASE III B a distance of 135.00 feet to the Southeast corner of Lot 302; thence N00°45'19"W along the East line of Said Lot 302 a distance of 84.99 feet to a non-tangent intersection with a curve concaved to the Northwest and having a radius of 130.00 feet; thence continuing along the South line of said PHASE III B and the arc of said curve through a central angle of 31°53'14" a length of 72.35 feet (a chord bearing of N50°41'17"E, a chord distance of 71.42 feet) to a Point of Cusp; thence continuing along the South line of said PHASE III B and from said Point of Cusp being a curve concaved to the Southeast and having a radius of 30.00 feet run along the arc of said curve through a central angle of 22°55'33" a length of 12.00 feet (a chord bearing of S23°16'54"W, a chord distance of 11.92 feet); thence N89°14'41"E continuing along the South line of said PHASE III B a distance of 124.20 feet to the Point of Beginning.

### LESS AND EXCEPT

That part of the Southeast quarter of said Section 1 mentioned in O.R. Book 4268, Page 459, Public Records of Polk County, Florida and being further described as follows:

Begin at the northwest corner of Lot 307 of LILY LAKE GOLF & RV RESORT, PHASE III-B, as recorded in Plat Book 104, Page 33, Public Records of Polk County, Florida; thence South 32°06'07" East along the west line of said Lot 307 a distance of 96.65 feet to the southwest corner thereof being on the curved north right of way line of Village Boulevard, said curved north right of way line being concave southeasterly having a radius of 112.73 feet; thence southwesterly along said curved right of way line to the left through a central angle of 01°58'41", an arc distance of 3.89 feet (Chord = 3.89, Chord Bearing = S67°10'54"W); thence North 29°48'42" West a distance of 96.10 feet to the POINT OF BEGINNING; subject to a public utility easement over and across the South 15.0 feet thereof.

Containing 7.16 acres.