

- carports, metal awnings or any type of permanent extended overhangs must be of the same color and basic exterior overhang as the unit located on the lot. Roof shingles must match home shingles and be used on any addition(s) where possible.
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 Department.
 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 not kept, bred or maintained for any commercial purpose, and 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 IV-A.
 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 and 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 side line 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. Otherwise, setbacks on rear are ten (10) feet when backed up to another lot.
 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 IV-A.
 14. Neither the lot owners nor the Association nor their use of any property in LILY LAKE GOLF & RV RESORT, PHASE IV-A 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 IV-A, is an adult park. Use is restricted to adults, however, the Association may adopt rules permitting child guests for reasonable durations of time.
 18. 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.
 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 February 24, 2002, 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 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 unpaid assessments as set forth above, which are due and payable. This lien shall include 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 GOLD & RV RESORT, PHASE IV-A, 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.

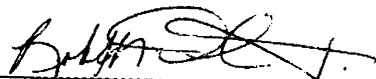
24. These covenants and restrictions shall run with the above-described real property and be binding upon all lot owners, their heirs, executors, administrators, successors and assigns, including all guests and renters, and this Declaration of Covenants and Restrictions may be amended or modified at 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. These covenants and restrictions shall run in perpetuity.

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, including all lakes, retention area, water management areas, ditches, 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 containing 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.
26. 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 judgments or orders).
27. Invalidation of any of these covenants by judgment or court order shall in no way affect or invalidate any of the other provisions, which shall remain in full force and effect.

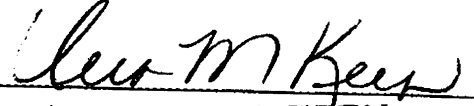
The aforesaid Covenants and Restrictions were properly executed by Jerry C. Scarborough and Marilyn L. Scarborough, his wife, and properly witnessed and notarized prior to their recording in the Public Records of Polk County, Florida.

DATED this 24th day of February, 1999.

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


Print Name: ROBERT L. WILLIAMS JR.


JERRY C. SCARBOROUGH

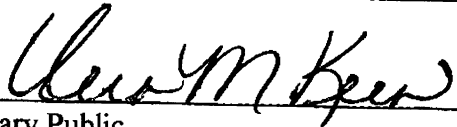

Print Name: VERA M. KEEN


MARILYN L. SCARBOROUGH

Post office address: 500 US 27 South
Frostproof, FL 33843

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24th day of February
1999, by **JERRY C. SCARBOUROGH and MARILYN L. SCARBOROUGH, his wife, who**
are personally known to me or who have produced _____ as
identification.


Notary Public

My Commission Expires:

NOTARY PUBLIC - STATE OF FLORIDA
VERA M. KEEN
COMMISSION # CC849535
EXPIRES 9/15/2001
BONDED THRU ASA 1-888-NOTARY1