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KAS DC.Tim Smith,Putnam County Page 1 of 10

Prepared by and return to:  
Christine T. Adams, Esquire  
Rogers Towers, P.A.  
818 A1A Highway North, Suite 208  
Ponte Vedra Beach, Florida 32082

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Amendment") made as of this 24<sup>th</sup> day of May, 2008, by **THE SPORTSMAN'S LODGE RECREATION AREA ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").

**RECITALS**

A. Sportsman's "L", a Florida general partnership, (the "Developer") previously executed and caused to be recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements, that is recorded in Official Records Book 548, page 1273, of the Public Records of Putnam County, Florida, as amended (the "Declaration").

B. The Declaration (i) defined the location of the Recreation Area and included the legal descriptions of the Recreation Area in Exhibit "A" and Exhibit "B" of the Declaration; and (ii) illustrated The Properties in Exhibit "C" of the Declaration. All of these exhibits were created based upon construction plans contemplating the construction of four condominium buildings.

C. As of the date hereof, all four condominium buildings have been constructed; however, three of the four were built in locations inconsistent with the original construction plans which has resulted in portions of the buildings being located within the Recreation Area and causing the illustration of The Properties in the Declaration to be inaccurate.

D. Developer is no longer a Class B Member of the Association.

E. Association has adopted the terms contained in this Amendment in accordance with the provisions of Article VII, Section 5 of the Declaration and hereby amends the Declaration to revise the legal descriptions of the Recreation Area and to replace the illustration of The Properties to be consistent with the as-built location of the four condominium buildings located on The Properties.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the undersigned have executed this instrument to amend the Declaration as follows:

1. The foregoing Recitals are incorporated herein by this reference.

2. Any defined terms appearing in this Amendment shall have the same meaning as those terms are defined in the Declaration unless specifically defined otherwise in this Amendment.

3. The legal descriptions appearing in Exhibit "A" and Exhibit "B" of the Declaration are hereby deleted in their entirety and replaced with the legal description attached hereto as Exhibit "A" and Exhibit "B".

4. The illustration of The Properties, as depicted on Exhibit "C" of the Declaration is hereby revised to be replaced with the illustration of the The Properties attached hereto as Exhibit "C"

5. Except as modified herein the original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused the foregoing Amendment to the Declaration to be executed by its duly authorized representative, on the date set forth above.

Signed, sealed and delivered  
in the presence of:

Erin A. Bozeman  
Printed: ERIN A. BOZEMAN

Kelly Atkins  
Printed: KELLY ATKINS

**THE SPORTSMAN'S LODGE  
RECREATION AREA ASSOCIATION,  
INC., a Florida not-for-profit corporation**

By: Harry Pierce

Name: Harry Pierce

Title: President

Address:

79 Masters Drive  
St. Augustine, Florida 32084

STATE OF FLORIDA)

) SS:

COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2008, by Harry Pierce, as President of The Sportsman's Lodge Recreation Area Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

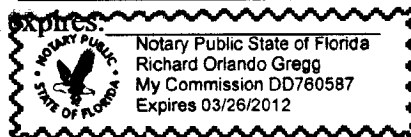
Richard Orlando Gregg

Printed RICHARD ORLANDO GREGG

Notary Public, State and County aforesaid

Commission No.:

My commission expires:



## Exhibit "A"

Revised Legal Description of Recreational Area

A TRACT OF LAND, PART OF BLOCK 59, MIAMI, SPAINHAM COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN MAP BOOK 1, PAGE 11, PUBLIC RECORDS OF SPAINHAM COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 59, WHICH IS THE POINT-OF-BEGINNING OF THE DESCRIPTION, THENCE (1) RUN SOUTH  $85^{\circ} 50'$  WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 650 FEET, THENCE (2) RUN SOUTH  $46^{\circ} 30'$  WEST ALONG THE WESTERLY BOUNDARY OF BLOCK 59 A DISTANCE OF 121.66 FEET TO A P.R.M., THENCE SOUTH  $46^{\circ} 30'$  WEST ALONG THE WESTERLY BOUNDARY OF BLOCK 59 A DISTANCE OF 29 FEET MORE OR LESS TO THE WATERS OF THE ST. JOHNS RIVER, THENCE RETURN TO THE POINT-OF-BEGINNING, THENCE (3) RUN SOUTH  $04^{\circ} 20'$  EAST ALONG THE EASTERLY SIDE OF BLOCK 59 A DISTANCE OF 260.00 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF BLOCK 59; THENCE (4) RUN SOUTH  $85^{\circ} 50'$  WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 59, THENCE (5) RUN SOUTH  $04^{\circ} 20'$  EAST PARALLEL TO THE EASTERLY LINE OF BLOCK 59 A DISTANCE OF 150 FEET, THENCE (6) RUN SOUTH  $85^{\circ} 50'$  WEST PARALLEL TO HILL STREET A DISTANCE OF 256 FEET MORE OR LESS TO THE WATERS OF THE ST. JOHNS RIVER, THENCE (7) RUN NORTHWESTERLY ALONG THE WATERS OF THE ST. JOHNS RIVER A DISTANCE OF 443 FEET MORE OR LESS TO THE WESTERLY END OF CALL (2) ABOVE AND TO CLOSE; LESS

A TRACT OF LAND, PART OF BLOCK 59, MIAMI, SPAINHAM COUNTY, FLORIDA, KNOWN AS BUILDING I ORIGINAL SPORTSMAN'S LODGE, A CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH  $85^{\circ} 50'$  WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 526.27 FEET, THENCE SOUTH  $4^{\circ} 18'$  EAST A DISTANCE OF 148.82 FEET TO THE NORTHEAST CORNER OF BUILDING I PROPERTY AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE (1) RUN NORTH  $59^{\circ} 07' 55''$  WEST A DISTANCE OF 192.58 FEET, THENCE (2) RUN SOUTH  $49^{\circ} 19' 43''$  WEST A DISTANCE OF 16.86 FEET, THENCE (3) RUN SOUTH  $35^{\circ} 52' 55''$  WEST A DISTANCE OF 66.58 FEET, THENCE (4) RUN SOUTH  $59^{\circ} 07' 55''$  EAST A DISTANCE OF 197.83 FEET, THENCE NORTH  $35^{\circ} 52' 55''$  EAST A DISTANCE OF 82.58' TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.374 ACRES MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

Less:

PROPOSED BUILDING #2:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 51, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 59, SAID POINT BEING A 4"x4" CONCRETE MONUMENT "NO IDENTIFICATION: THENCE SOUTH 85°50'00" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 59, A DISTANCE OF 292.96 FEET; THENCE SOUTH 04°10'00" EAST DEPARTING SAID NORTHERLY LINE OF BLOCK 59, A DISTANCE OF 82.51 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 02°18'28" EAST, A DISTANCE OF 83.47 FEET; THENCE SOUTH 87°41'32" WEST, A DISTANCE OF 199.26 FEET; THENCE NORTH 02°18'28" WEST, A DISTANCE OF 83.47 FEET; THENCE NORTH 87°41'32" EAST, A DISTANCE OF 199.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

Less:

PROPOSED BUILDING #3:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 51, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 59, SAID POINT BEING A 4"x4" CONCRETE MONUMENT "NO IDENTIFICATION: THENCE SOUTH 85°50'00" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 59, A DISTANCE OF 269.47 FEET; THENCE SOUTH 04°10'00" EAST DEPARTING SAID NORTHERLY LINE OF BLOCK 59, A DISTANCE OF 301.21 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 46°43'19" WEST, A DISTANCE OF 164.50 FEET; THENCE SOUTH 85°50'00" WEST, A DISTANCE OF 13.02 FEET; THENCE NORTH 43°16'41" WEST, A DISTANCE OF 75.26 FEET; THENCE NORTH 46°43'19" EAST, A DISTANCE OF 174.60 FEET; THENCE SOUTH 43°16'41" EAST, A DISTANCE OF 83.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.33 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.



Less:

PROPOSED BUILDING #4:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 51, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 59, SAID POINT BEING A 4"x4" CONCRETE MONUMENT "NO IDENTIFICATION: THENCE SOUTH 85°50'00" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 59, A DISTANCE OF 94.19 FEET; THENCE SOUTH 04°10'00" EAST DEPARTING SAID NORTHERLY LINE OF BLOCK 59, A DISTANCE OF 75.44 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 04°04'20" EAST, A DISTANCE OF 174.60 FEET; THENCE SOUTH 85°55'40" WEST, A DISTANCE OF 83.47 FEET; THENCE NORTH 04°04'20" WEST, A DISTANCE OF 174.60 FEET; THENCE NORTH 85°55'40" EAST, A DISTANCE OF 83.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.33 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

Exhibit "B"

Revised Legal Description Land Subject to Declaration

**DESCRIPTION: THE ORIGINAL SPORTSMAN'S LODGE, DECLARATION  
CONDOMINIUM, EXHIBIT A**

**A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS BUILDING 1 ORIGINAL SPORTSMAN'S LODGE, A CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 326.27 FEET, THENCE SOUTH 4° 10' EAST A DISTANCE OF 148.82 FEET TO THE SOUTHWEST CORNER OF BUILDING 1 PROPERTY AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE (1) RUN NORTH 39° 47' 55" WEST A DISTANCE OF 192.55 FEET, THENCE (2) RUN SOUTH 45° 19' 43" WEST A DISTANCE OF 16.38 FEET, THENCE (3) RUN SOUTH 38° 52' 55" WEST A DISTANCE OF 66.58 FEET, THENCE (4) RUN SOUTH 57° 57' 55" EAST A DISTANCE OF 197.83 FEET, THENCE NORTH 38° 33' 53" EAST A DISTANCE OF 82.58' TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 8.374 ACRES MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.**

Together With:

PROPOSED BUILDING #2:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 51, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 59, SAID POINT BEING A 4"x4" CONCRETE MONUMENT "NO IDENTIFICATION: THENCE SOUTH 85°50'00" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 59, A DISTANCE OF 292.96 FEET; THENCE SOUTH 04°10'00" EAST DEPARTING SAID NORTHERLY LINE OF BLOCK 59, A DISTANCE OF 82.51 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 02°18'28" EAST, A DISTANCE OF 83.47 FEET; THENCE SOUTH 87°41'32" WEST, A DISTANCE OF 199.26 FEET; THENCE NORTH 02°18'28" WEST, A DISTANCE OF 83.47 FEET; THENCE NORTH 87°41'32" EAST, A DISTANCE OF 199.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

Together With:

PROPOSED BUILDING #3:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 51, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 59, SAID POINT BEING A 4"x4" CONCRETE MONUMENT "NO IDENTIFICATION: THENCE SOUTH 85°50'00" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 59, A DISTANCE OF 269.47 FEET; THENCE SOUTH 04°10'00" EAST DEPARTING SAID NORTHERLY LINE OF BLOCK 59, A DISTANCE OF 301.21 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 46°43'19" WEST, A DISTANCE OF 164.50 FEET; THENCE SOUTH 85°50'00" WEST, A DISTANCE OF 13.02 FEET; THENCE NORTH 43°16'41" WEST, A DISTANCE OF 75.26 FEET; THENCE NORTH 46°43'19" EAST, A DISTANCE OF 174.60 FEET; THENCE SOUTH 43°16'41" EAST, A DISTANCE OF 83.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.33 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

Together With:

PROPOSED BUILDING #4:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 51, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 59, SAID POINT BEING A 4"x4" CONCRETE MONUMENT "NO IDENTIFICATION: THENCE SOUTH 85°50'00" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 59, A DISTANCE OF 94.19 FEET; THENCE SOUTH 04°10'00" EAST DEPARTING SAID NORTHERLY LINE OF BLOCK 59, A DISTANCE OF 75.44 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 04°04'20" EAST, A DISTANCE OF 174.60 FEET; THENCE SOUTH 85°55'40" WEST, A DISTANCE OF 83.47 FEET; THENCE NORTH 04°04'20" WEST, A DISTANCE OF 174.60 FEET; THENCE NORTH 85°55'40" EAST, A DISTANCE OF 83.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.33 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.



**CONSENT AND JOINDER**

The undersigned, ANASTASIA DEVELOPMENT, LLC, a Florida limited liability company, hereby consents and joins in the foregoing Amendment.

29<sup>th</sup> IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this May, 2008.

**WITNESSES:**

**ANASTASIA DEVELOPMENT, LLC, a Florida limited liability company**

Kelly Atkins  
Name: Kelly ATKINS

By: Alva C. Atkins  
Name: Alva C. Atkins  
Title: Manager

Erin A. Bozeman  
Name: ERIN A. BOZEMAN

By: Michael A. Rourke  
Name: Michael Rourke  
Title: Manager

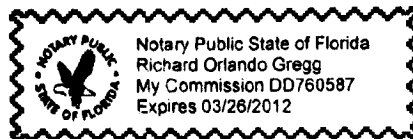
Douglas A. Ward  
Name: DOUGLAS A. WARD

Pamela S. Steffansen  
Name: PAMELA S. STEFFANSEN

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledge before me this 29<sup>th</sup> day of May, 2008, by Alva C. Atkins, the Manager of Anastasia Development, LLC, a Florida limited liability company, who  is personally known to me or  produced \_\_\_\_\_ as identification.

Richard Orlando Gregg  
Notary Public, State of Florida  
Name: RICHARD ORLANDO GREGG  
My Commission Expires \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledge before me this 24<sup>th</sup> day of JUNE, 2008, by Michael Rourke, the Manager of Anastasia Development, LLC, a Florida limited liability company, who  is personally known to me or  produced FL DRIVERS LICENSE as identification.

Pamela S. Stefanen  
Notary Public, State of Florida

Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

My Commission Number is: \_\_\_\_\_



PAMELA S. STEFANSEN  
Commission DD 653005  
Expires April 17, 2011  
Bonded Thru Troy Fain Insurance 800-385-7919



209.00  
26.50

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BK0574 PG1000

OFFICIAL RECORDS

## DECLARATION OF CONDOMINIUM

of The Original Sportsman's Lodge II, a Condominium

MADE this December 14, 1998 by Sportsman's "L", a Florida General Partnership, the Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called The Condominium Act.

1.1 Name and Address. The name by which this Condominium is to be identified is The Original Sportsman's Lodge II, a Condominium, and its address is Welaka, Putnam County, Florida. It is hereafter called "the Condominium."

1.2 The Land. The lands owned in fee simple by Developer, which by this instrument are submitted to the condominium form of ownership, are the following-described lands lying in Putnam County, Florida:

See Attached Exhibit "A"

which lands are called "the land."

2. Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act, unless in conflict herewith, and as follows unless the context otherwise requires:

2.1 Approval or Consent. Whenever approval or consent is required of any person or entity, that approval or consent shall not be unreasonably withheld.

Prepared By: Sandra P Stockwell, Esq.  
Broad & Cassel  
820-F E. Park Avenue  
Tallahassee, FL 32301

2.2 Association means The Original Sportsman's Ridge Condominium Association, Inc., and its successors.

2.3 Common Elements shall include the tangible personal property required for the maintenance and operation of the Condominium and any land and other property acquired by the Association for the Condominium.

2.4 Common Expenses include:

a. Expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of the Common Elements, and of the portions of Units to be maintained by the Association, if any.

b. Expenses for reasonable transportation services, insurance for officers and directors, road maintenance and operation expenses, in-house communications, and security services.

c. Expenditures or amounts of assessments by the Association for payment of costs that are the responsibility of a Unit Owner, including but not limited to costs of repair of damage to a Unit in excess of insurance proceeds, and the costs of insurance upon a Unit.

d. Expenses declared Common Expenses by provisions of this Declaration or by Bylaws.

e. Any valid charge against the Condominium property as a whole.

2.5 Condominium includes all of the Condominium property as a whole when the context so permits.



2.6 Rules or Regulations means regulations respecting the use of the Condominium that have been adopted by the Association from time to time in accordance with its Articles of Incorporation or Bylaws.

2.7 Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.8 Utility Services as construed with reference to this Condominium, and as used in this Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, and cable communications systems.

3. Development Plan. The Condominium is described and established as follows:

3.1 Survey. A survey of the land showing the improvements which will be constructed is attached as Exhibit "B".

3.2 Plans. The improvements upon the land are not substantially completed but will be constructed substantially in accordance with the plans and specifications prepared by Perez Associates Architects, Inc. and designated as his Job No. 88011.

3.3 Amendment of Plans.

a. Alteration of Unit Plans. Developer reserves the right to change the interior design or arrangement of all Units as long as Developer owns the Units so changed and altered, and provided such change shall be reflected by an amendment of this Declaration. Any amendment for such purpose need be signed and acknowledged only by

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Developer and need not be approved by the Association or Unit Owners, anything herein to the contrary notwithstanding.

Developer reserves the right (1) to alter the configuration or size of the Units so long as Developer owns the Units so altered, and (2) to alter the boundaries or configuration of the Common Elements so long as Developer owns the Unit(s) abutting the Common Elements where the boundaries are being altered. However, the percentage of ownership of Common Elements appurtenant to the Units, other than Units owned by Developer, shall not be changed by reason of actions taken pursuant to subsection (1) and (2) herein unless the Owners of such Units shall consent thereto. Any amendment for such purpose need be signed and acknowledged only by Developer and by the Owners of Units affected, and such amendment shall not require the approval of other Unit Owners or of the Association.

b. Amendment of Declaration. Upon substantial completion of construction this declaration shall be amended to include a certificate of surveyor as required in The Condominium Act.

3.4 Easements are reserved in every portion of a Unit which contributes to the support of a building, and through the Condominium property as may be required for utility services in order to serve the Condominium adequately; provided, however, those easements through a Unit shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the Unit Owner. The easements shall include but not be limited to the chases that run through each Unit for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services

to Units and the Common Elements. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility services using the easements.

3.5 Improvements - General Description.

a. Buildings. The Condominium includes one three story building consisting of 21 Owners' Units.

b. Other Improvements. The Condominium includes gardens and landscaping and other facilities located substantially as shown upon the plans and which are part of the Common Elements.

3.6 Unit Boundaries. Each Unit, which term as used in this subsection concerning boundaries shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

a. Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries - The horizontal plane of the bottom surface of the undecorated unfinished ceiling or, where applicable, the ceiling of the screened patio adjacent to the enclosed living area for each Unit. In a Unit containing an area in which the ceiling is raised above the level of the ceiling in another area of the Unit, the ceiling shall include the vertical surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated unfinished vertical surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

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(2) Lower Boundaries - The horizontal plane of the top surface of the undecorated unfinished floor, including the floor of the screened patio, if any. In a Unit containing an area in which the floor is raised above the level of the floor in another area of the Unit, the floor shall include the vertical surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated unfinished vertical surface that joins the planes of the undecorated finished horizontal portions of the floor.

b. Perimetrical boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the innermost undecorated unfinished surface of the exterior walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries or, where applicable, the vertical plane of the outermost edge of the floor of the screened patio adjacent to the enclosed living area for each Unit, with the following exception: when the vertical planes of the undecorated unfinished interior of bounding walls do not intersect with each other on the undecorated interior surfaces of the bounding walls or within an intervening partition, the vertical planes of the undecorated finished interior surfaces of bounding walls shall be extended to intersect with the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the Units.

c. The Owner of each Unit shall not be deemed to own either the exterior walls of the building bounding the Unit, or the undecorated, unfinished surfaces of the floors and ceilings forming the upper and lower boundaries of his respective Unit. Also, each Unit Owner shall not be deemed to own pipes, wires, conduits, air passageways and ducts, other public utility lines or air conditioning equipment running through or

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adjacent to his Unit which are utilized for or serve more than one Unit or the Common Elements. Nevertheless, each Owner shall be deemed to own (1) the walls and partitions which are contained within his Unit, other than bearing walls, and (2) the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and so forth.

3.7 Common Elements. The Common Elements include the land and all other parts of the Condominium not within the Units; and bearing walls which do not constitute a Unit boundary.

3.8 Limited Common Elements. The limited Common Elements appurtenant to each Unit are as follows: recessed front entry ways, and doors, windows and screens serving a Unit that are located outside the boundaries of the Unit, including the screen surrounding the screened patio, if any, and any air-conditioning, heating, and plumbing equipment serving a Unit that is located outside the boundaries of the Unit.

4. The Units. The Units of the Condominium are described more particularly and the rights and obligations of their Owners established as follows:

4.1 Typical Unit plans. There are two (2) typical Unit floor plans, which are designated on the floor plans in Exhibit C by the capital letters A and B or the reverse of typical Unit floor plan A or B.

4.2 Unit numbers. Each Unit is identified by the use of roman numeral II and a number. The Units are located as indicated on the plot plan in Exhibit B.

4.3 Appurtenances to Units. The Owner of each Unit shall own a share and certain interests in the Condominium property, which share and interests are appurtenant

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to his Unit, including but not limited to the following items that are appurtenant to the several Units as indicated:

a. The undivided share in the land and other Common Elements and in the Common Surplus that are appurtenant to each Unit in the manner elsewhere described.

b. Use of the Common Elements in common with other Unit Owners in the manner elsewhere described.

c. Use of limited Common Elements appurtenant to the Unit, if any, in the manner elsewhere described.

d. The Membership in the Condominium Association, The Sportsman's Lodge Recreation Area Association, Inc., and the Sportsman's Lodge Utility Corporation, and the interest of each Unit Owner in the funds and assets held by such associations and corporations.

e. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.

f. A nonexclusive easement for ingress and egress over streets, walks and other rights of way in the Recreation Area as described in the Declaration of Covenants, Conditions, Restrictions and Easements for such area recorded at Official Records Book 548 page 1273 of the Public Records of Putnam County, Florida, as amended.

4.4 Recreation Areas. Developer does not plan to build any recreational areas or facilities to be owned as Common Elements by this Condominium alone. The recreation area may be shared with the members of other condominiums, which condominiums may

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or may not be contiguous or substantially similar to this Condominium. Each condominium's share of assets and liabilities in the managing entity of the recreation area will be a fraction the numerator of which will be the number of units in the condominium and the denominator of which will be the total number of units in all condominiums sharing the recreation area.

4.5 Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses of the Condominium, that share being the same as the undivided share in the Common Elements appurtenant to his Unit as elsewhere described.

4.6 Shares in Common Elements and Common Expenses. Each Unit in this Condominium shall have a 1/21 share in the Common Elements and be liable for a 1/21 share of the Common Expenses of the Condominium.

4.7 Membership.

a. Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit shall be a Member of the Association. Notwithstanding anything else to the contrary, however, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

b. All Members shall be entitled to one vote for each Unit owned. When more than one person holds such interest in any Unit, all such persons shall be Members, and the vote for such Unit shall be exercised as they determine but in no event shall more than one vote be cast with respect to any such Unit.

c. General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or

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specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

d. Proviso. The Developer shall be entitled to elect the Board of Directors of the Association subject to the provisions of Section 718.301, Florida Statutes, unless in its sole discretion it determines to turn over control earlier, in which event the Members shall be obligated to accept control and elect the Board of Directors.

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the Condominium property, and restrictions upon its alterations and improvement, shall be as follows:

5.1 Units.

a. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

b. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include but not be limited to all electrical,



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mechanical, plumbing, air handling equipment for space cooling and heating; utilities apparatus, equipment, pipes, conduits and other improvements; service equipment such as dishwasher, laundry, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor covering except the floor slab; and inside paint and other inside wall finishes.

5.2 Common Elements.

a. By the Association. Except as provided herein, the maintenance and operation of the Common Elements shall be the responsibility of the Association and the cost shall be a Common Expense. The Association also shall maintain all areas leased to it for recreational or other purposes, if any, whether they are condominium units, are contiguous to the Condominium property or not, and whether the Association retains the lease in its own name or there are subleases of undivided shares to the Unit Owners in the Condominium.

b. By the Unit Owner. The Unit Owner shall be responsible for the maintenance, repair and replacement of the limited Common Elements appurtenant to his Unit including, but not limited to, the doors, windows, window glass, screens and associated hardware located in the walls bounding the Unit; all portions of the patio area such as screens, railings, and screen doors.

5.3 Charge for maintenance. If the Unit Owner shall fail to perform the maintenance to the limited common elements required of him the Association may at its option, after giving the Owner five (5) days' written notice sent to his last known address, or to the address of the subject premises, perform such maintenance and all expenses of the Association under this sentence shall be a lien against the Unit on which the work was

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done and shall be the personal obligation of all Owners of such Unit. Such expenses shall earn interest from the date of the written notice provided for above at the highest rate allowed by law, and the Unit Owner shall be liable for all costs, whether or not taxable, and actual attorney fees incurred in collecting such charge.

5.4 Alteration and improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no material alterations or substantial additions to Common Elements or limited Common Elements except as otherwise permitted in this Declaration, or by amendment of this Declaration. Whether an alteration or addition is material or substantial shall be determined by the Board of Directors whose decision shall be binding. Provided, however, that where a program results in an alteration or addition but also provides maintenance or repairs, such shall not constitute an alteration or addition.

Neither a Unit Owner nor the Association shall paint or otherwise decorate or change the appearance of any portion of any building (including any patio) not within the enclosed living area of a Unit, unless prior written consent has been obtained from the Board of Directors of the Association or unless such alteration is in compliance with guidelines authorized by said Board of Directors. This subsection shall not be construed to require approval for the placing of appropriate furnishings within any Unit.

No Unit Owner shall make any alterations to his Unit which would remove any portion of, or make any additions to, Common Elements or do anything which would adversely affect the safety or soundness of any other Unit or the Common Elements, or impair any easement.

5.5 Submission of land to condominium.

a. Land acquired by the Association may be added to the land submitted to condominium. This may be done by an amendment of this Declaration that includes the description of the acquired land, submits that land to condominium under the terms of this Declaration and states that the amendment conveys the land by the Association to the Unit Owners but without naming them. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the Public Records of Putnam County, Florida, shall divest the Association of title to the land and shall vest the title in the Unit Owners without further conveyance in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

b. Disposition of land. Any land acquired by the Association that is not submitted to condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the Owners of not less than 75% of the Units. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of the land.

5.6 Disposition of personal property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

6. Assessments. The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

## OFFICIAL RECORDS

6.1 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses of the Condominium, and shall share in the Common Surplus, those shares being the same as the undivided share in the Common Elements appurtenant to the Units owned by him.

6.2 Specific Damage. Owners (on their behalf and on behalf of their tenants and guests) causing damage to any portion of the Condominium property as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association for such damage together with interest from date of demand at the highest lawful rate, and all costs, whether or not taxable, and actual attorney fees associated with the collection of such damages.

6.3 Special Assessments. Unless limited by the Bylaws, the Association is authorized to levy and collect special assessments as necessary for the performance of its duties and obligations which shall be assessed and collected in the manner provided for regular assessments.

6.4 Date of Commencement of Annual Assessments.

The assessment provided for herein shall be billed in quarterly installments. All assessment bills shall be due and payable thirty (30) days from the date of mailing of same. The Board of Directors may allow more frequent installment payments of assessments.

Subject to other provisions hereof, the Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

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6.5 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) are not paid on the date(s) when due as determined by the Board of Directors of the Association, then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection as hereinafter provided, become a lien on the Unit, in accordance with the provisions of section 718.116(4)(a), which shall bind such Unit in the hands of the then Owner, its successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any assessment or installment of an assessment is not paid within fifteen (15) days after the due date, a late charge of \$50.00 may be imposed at the option of the Association, (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), or the next 12 months' of installments may be accelerated and become due and payable in full on the date the claim of lien is filed and all such sums shall bear interest from the dates when due until paid at the then highest lawful rate and the Association may bring an action at law against the Owners(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Unit on which the assessments are unpaid or may foreclose the lien against the Unit on which the assessments are unpaid, or may pursue one or more of such remedies at the same time or successively. Actual attorneys' fees and all costs of

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preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such assessments, late charges, and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees together with all costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most recent delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Unit whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Unit shall be levied by the Association for such purpose.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association. Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

6.6 Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to tax liens and to the lien of any mortgage (recorded prior to recordation by the Association of a claim of lien, which mortgage encumbers a Unit) to any lender and which is now or hereafter placed upon any property subject to assessment;

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provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Unit by reason of the provisions of this section 6.6 shall be deemed to be an assessment divided equally among, payable by and a lien against all Units subject to assessment by the Association, including the Units as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

6.7 Attachment of Rents. If the Unit the lien on which is being foreclosed is subject to a lease or rental agreement, the Association has the right to attach the rents due to the Owner as of the date the foreclosure complaint is filed and shall be entitled to the appointment of a receiver to collect the attached rents.

7. Association. The operation of the Condominium shall be by The Original Sportsman's Lodge Condominium Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. The provisions of the Articles of Incorporation of the Association, a copy of which is attached as Exhibit D.

7.2 The Bylaws of the Association shall be the bylaws of the Condominium, a copy of which is attached as Exhibit E.

7.3 Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance

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and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

7.4 Restraint upon assignment of shares in assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

7.5 Additional condominiums. The Original Sportsman's Lodge Condominium Association may also become responsible for the operation of additional condominiums. If the Association becomes responsible for the operation of additional condominiums, the share of each condominium in the Common Surplus and Common Expenses of the Association shall be a fraction the numerator of which is the number of units in the condominium and the denominator of which is the total number of units in all condominiums operated by the Association.

8. Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property as required by the Condominium Act.

The insurance other than title insurance that shall be carried upon the Condominium property and the property of the Unit Owners shall be governed by the following provisions:

8.1 Purchase; named insured; payment of policies.

a. Purchase. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association, all Unit Owners, and all record mortgagees, as their interests may appear; be issued by an insurance company authorized to do business in Florida; and be payable to the Association. Any record



mortgagee shall have the right to receive copies of all insurance policies upon the Condominium property.

b. **Named insured.** The named insured shall be the Association individually and as agent for the Owners of Units covered by the policy without naming them, and shall include record mortgagees having an interest in the property covered by the policy whether or not the mortgagees are named. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess coverage above the amount recoverable under any other policy covering the same property, without rights of subrogation against the Association.

c. **Mortgagee's right to advance premiums.** Should the Association fail to pay insurance premiums required hereunder when due, any mortgagee shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and, to the extent of the money so advanced, any such mortgagee shall be subrogated to the assessment and lien rights of the Association as against the Unit Owners for the payment of such item of Common Expense.

8.2 Coverage.

a. **Casualty.** All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude the foundation and excavation costs, that part of the value of each Unit occasioned by special improvement not common to Units otherwise comparable in construction and finish, and

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all increase in value of Units occasioned by alterations, betterments and further improvement. All personal property included in the Common Elements shall be insured. Values of insured property shall be determined annually by the Board of Directors of the Association. Insurance coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering vandalism and malicious mischief and, if the property is in an area identified as a special flood hazard, flooding. The bailee liability, if any, of the Association to Unit Owners shall be insured.

b. The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

c. Public liability covering all of the Common Elements, and insuring the Association and the Unit Owners, as their interests appear, in such amounts as shall be determined by the Board of Directors of the Association in its sole discretion, including but not limited to legal liability, hired automobile, nonowner automobile and off-premises employee coverages, and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

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- d. Workmen's compensation policy to meet the requirements of law.
- e. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be a charge against and paid by that Owner together with interest at the highest legal rate from date of demand and all costs and actual attorney fees in collecting such charge.

8.4 Association as trustee. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners, and record mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be payable to the Association. The Association shall be liable for payment of premiums and for the renewal or the sufficiency of policies, the failure to collect any insurance proceeds, and the form and content of the policies. The Association shall receive and hold such proceeds as are paid and hold same for the purposes stated herein, for the benefit of the Association, Unit Owners, and record mortgagees (sometimes referred to collectively as the "beneficial owners") as their interests may appear.

8.5 Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction and Repair after Casualty."

8.6 Association as agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each

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owner of any other interest in the Condominium property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7 Reconstruction and repair after casualty. Whether or not Condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

a. Lesser damage. If Units to which less than 75% of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, or if less than 75% of the total amount of insurance coverage on the property becomes payable, the damaged property shall be reconstructed and repaired.

b. Major damage. If Units to which 75% or more of the Common Elements are appurtenant are found by the Board of Directors of the Association to be not tenantable after the casualty, or if 75% or more of the total amount of insurance coverage on the property becomes payable, whether the damaged property will be reconstructed and repaired or the Condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds, and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(2) The notice shall call a meeting of Unit Owners to be held within 30 days from the mailing of the notice, but not later than 60 days after the casualty.

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(3) The damaged property will be reconstructed and repaired unless the Owners of two-thirds (2/3) of the Common Elements vote to terminate the Condominium.

(4) The vote of a Unit Owner may be expressed in writing filed with the Association at or prior to the meeting.

c. The determination of the Board of Directors as to whether the damage is lesser or major shall be binding.

8.8 Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium property as provided in the section entitled "Maintenance, alteration and improvement."

8.9 Plans and specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the building, by the Owners of not less than 75% of the Common Elements, including the Owners of all Units the plans for which are to be altered.

8.10 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a Common Expense, except that the cost of construction,

reconstruction and repair occasioned by special improvement made at the request of the Owner and not common to other Units shall be assessed to the Owner of the Unit.

8.11 Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to Unit Owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a Unit Owner that is not in excess of assessments paid by that Owner into the funds shall not be made payable to any mortgagee.

9. Eminent domain. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for acquisition of the Common Elements or any part thereof. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement on account of such taking shall be payable to the Association for the use and benefit of the Unit Owners and the Mortgagees as their interests may appear. Any such taking or acquisition shall be deemed to be a loss for purposes of Section 8 above. The award or proceeds of settlement shall be treated as insurance proceeds under the provisions of such Section, the decision whether or not to repair or restore such Common Elements shall be made in accordance with such Section, and any award payable as a result of such taking or acquisition shall be distributed or used in accordance with the provisions of such section.

10. Amendments and merger. Except as elsewhere provided, this Declaration of Condominium may be amended in the manner provided in the Condominium Act provided

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that no amendment proposed before the sale of 90% of the Units in the Condominium shall be effective without Developer's written consent; and provided further that no amendment to section 8 concerning insurance or section 9 concerning condemnation shall be effective unless the record owners of all mortgages upon the Condominium join in the execution of such amendment. Other than as provided elsewhere in this Declaration, no amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment.

10.1 Plan of development. Developer intends to develop additional condominiums the unit owners in which will be members of the Recreation Area association. The impact, if any, of the completion of any subsequent condominiums would be to increase the number of units, residents, and users of the facilities of the area association and to decrease the per-unit cost of such facilities and certain other Common Expenses such as insurance premiums. Nothing herein shall be construed to compel Developer to complete any such additional condominiums.

11. Termination. The Condominium may be terminated in the following ways in addition to the manner provided by the Condominium Act:

a. Destruction. If it is determined in the manner elsewhere provided that the Condominium shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated thereby without agreement.

b. Agreement. The Condominium may be terminated by approval in writing by all record Owners of Units and all record owners of mortgages on Units.

11.1 Approval and options to purchase. If the proposed termination is submitted to a meeting of the Members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by Owners of not less than 75% of the Common Elements and by the record owners of all mortgages upon the Units are obtained in writing not later than 30 days after the date of that meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending on the 60th day after the date of that meeting, and conditioned upon termination of the Condominium. Approvals of the termination shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. If the option is not exercised then the proposed termination of the Condominium shall fail. The option shall be upon terms established by the Board of Directors.

11.2 Certificate. The termination of the Condominium in any of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Putnam County, Florida.

11.3 Shares of Owners after termination. After termination of the Condominium, Unit Owners shall own the Condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Common Elements appurtenant to the Owners' Units prior to the termination.

11.4 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and all record owners of mortgages upon the Units.



12.1 Compliance and default. Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association, the Bylaws, and any Rules or Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

a. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

b. Fines. The Association may levy a fine of up to \$50.00 against the Unit Owner or, if applicable, his licensees or invitees, for violation of the terms of the Declaration, Articles, Bylaws, and Rules and Regulations, as any of these documents may be amended from time to time, and after reasonable notice and opportunity to be heard, according to a written procedure to be adopted by the Association in its bylaws or rules in accordance with the provisions of Rule 7D-23.005(1), Florida Administrative Code. Each day a violation continues shall be considered a separate violation.

c. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

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12.2 No waiver of rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

12.3 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws and Rules and Regulations of the Association, shall not affect the validity of the remaining portions.

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IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written

WITNESSES:

SPORTSMAN'S "L", a Florida General Partnership

Susan B Varnes

Debra K. Fazzolini

By R. W. Browning  
As President of The Original Sportsman's Lodge, Inc., General Partner

Susan B Varnes

Debra K. Fazzolini

By R. W. Browning  
As President of Browning & Associates, Inc., General Partner

STATE OF FLORIDA

COUNTY OF Putnam

The foregoing instrument was acknowledged before me, this 14 day of December, 1990, by R. W. Browning, as President of The Original Sportsman's Lodge, Inc., and as President of Browning & Associates, Inc., General Partners of Sportsman's "L", a Florida General Partnership, on behalf of the Partnership.

Susan B Varnes

Notary Public  
State of Florida at Large  
My Commission expires:

SUSAN B. VARNES  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Mar. 14, 1994  
Bonded by United States Fidelity & Guaranty Co.

BK0574 PGI029

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THE ORIGINAL SPORTSMAN'S LODGE II, A CONDOMINIUM

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY II, BUILDING II, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, RUN SOUTH 85 DEGREES 50 MINUTES WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 311.75 FEET, THENCE SOUTH 4 DEGREES 10 MINUTES EAST A DISTANCE OF 181.50 FEET TO THE NORTHEAST CORNER OF PRIVATE PROPERTY II, AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 60 DEGREES 32 MINUTES 50 SECONDS WEST A DISTANCE OF 199.83 FEET, THENCE (2) RUN SOUTH 29 DEGREES 27 MINUTES 10 SECONDS WEST A DISTANCE OF 83.50 FEET, THENCE (3) RUN SOUTH 60 DEGREES 32 MINUTES 50 SECONDS EAST A DISTANCE OF 199.83 FEET, THENCE (4) RUN NORTH 29 DEGREES 27 MINUTES 10 SECONDS EAST A DISTANCE OF 83.50 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.383 ACRE MORE OR LESS.

EXHIBIT "A"



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OFFICIAL RECORDS

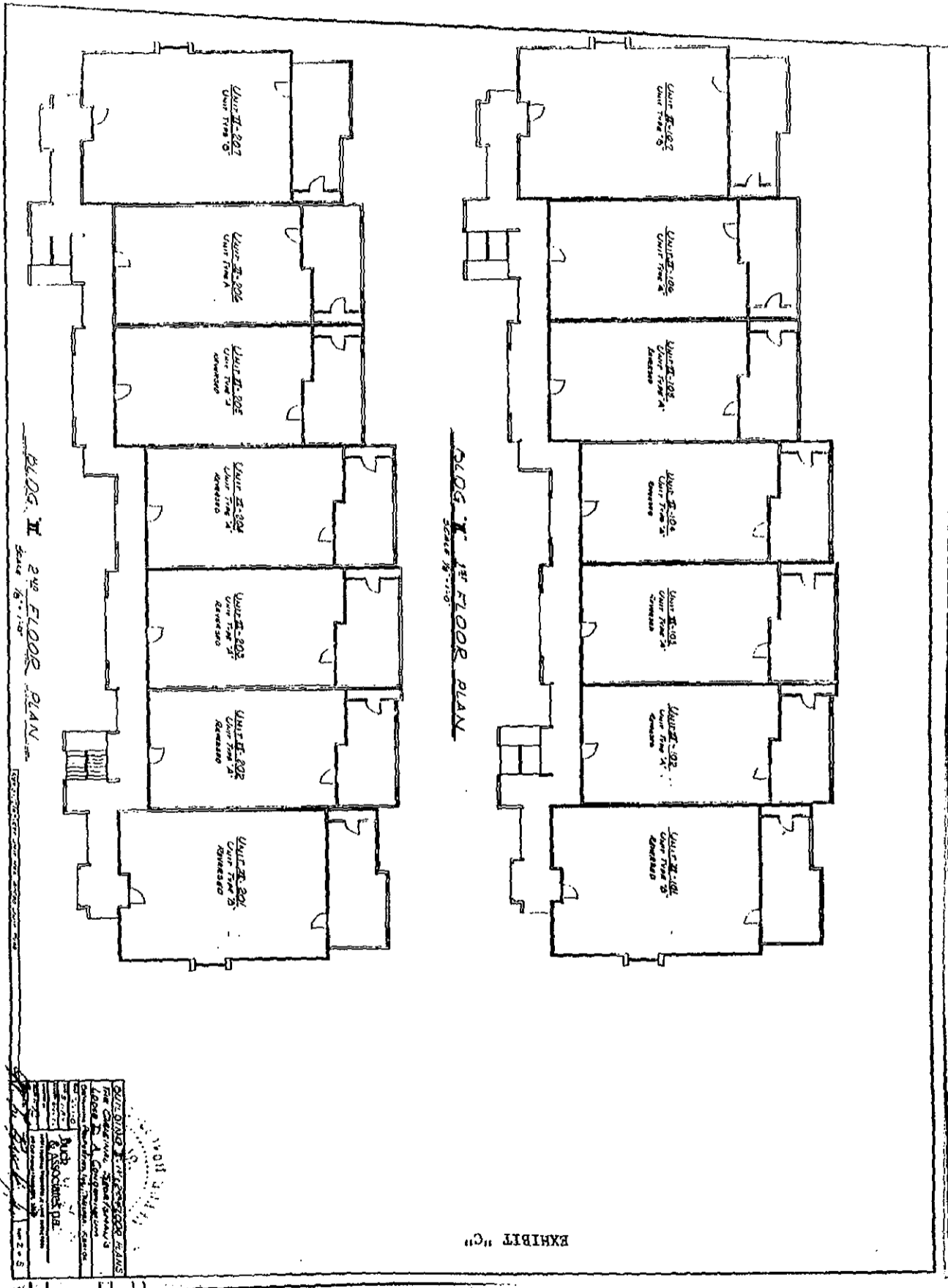
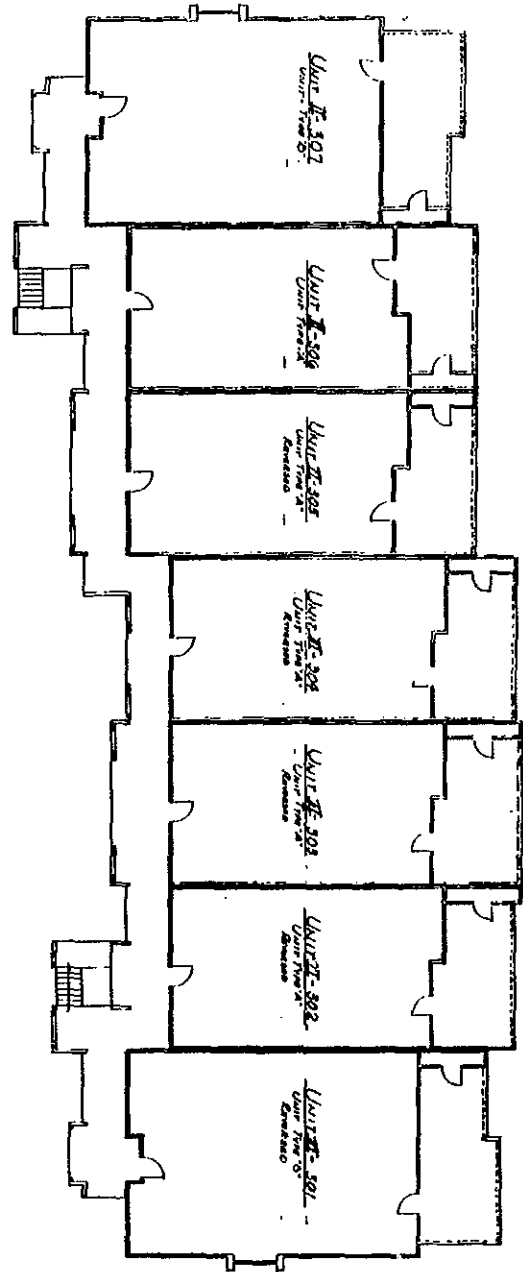


EXHIBIT "C"

BK0574 PGI032

OFFICIAL RECORDS



PL06 T 3RD FLOOR PLAN  
Scale 1/8" = 1'-0"

PL06 T 3RD FLOOR PLAN

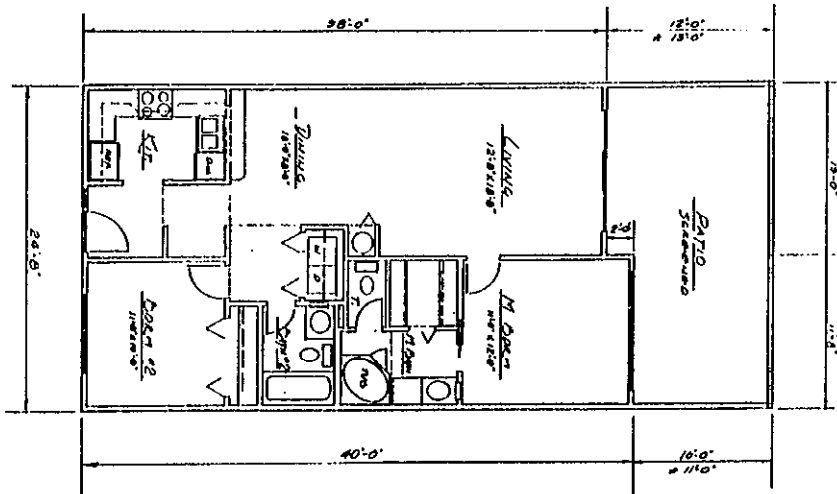
DATE	BY	REVISION
01/11/01	SR	1
01/11/01	SR	2
01/11/01	SR	3
01/11/01	SR	4
01/11/01	SR	5
01/11/01	SR	6
01/11/01	SR	7
01/11/01	SR	8
01/11/01	SR	9
01/11/01	SR	10

01/11/01 SR

EXHIBIT "C" (cont.)

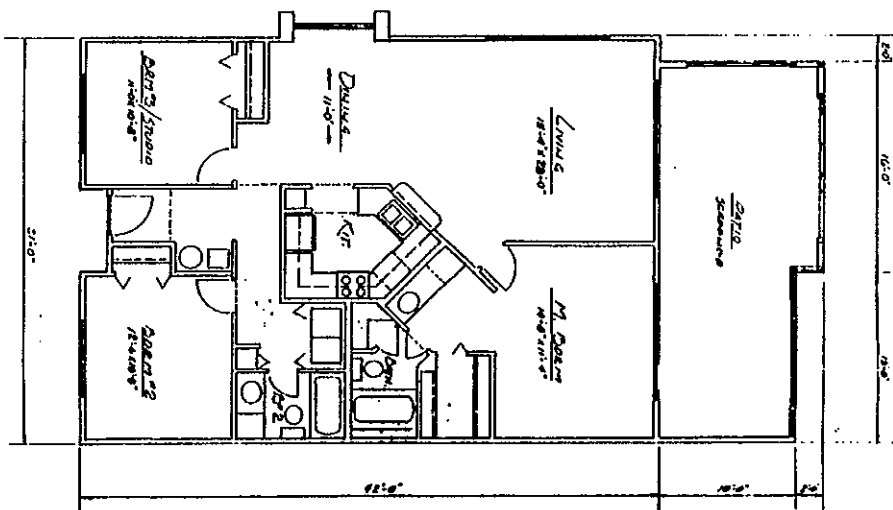
BK0574 PG1033

OFFICIAL RECORDS



**UNIT TYPE 'A'**  
 Scale 1/8" = 1'-0"  
 Living Area: 96.8 S.F.  
 Dining Area: 110 S.F.  
 Kitchen: 80 S.F.  
 \* LARGEST UNIT IN UNIT TYPE 'A'

**NOTE:**  
 SHOWN AS A CONDO UNIT  
 UNDER THE 1978 CONDO ACT  
 TRACT AT 121 1/2' FROM  
 OF STREET FRONT.

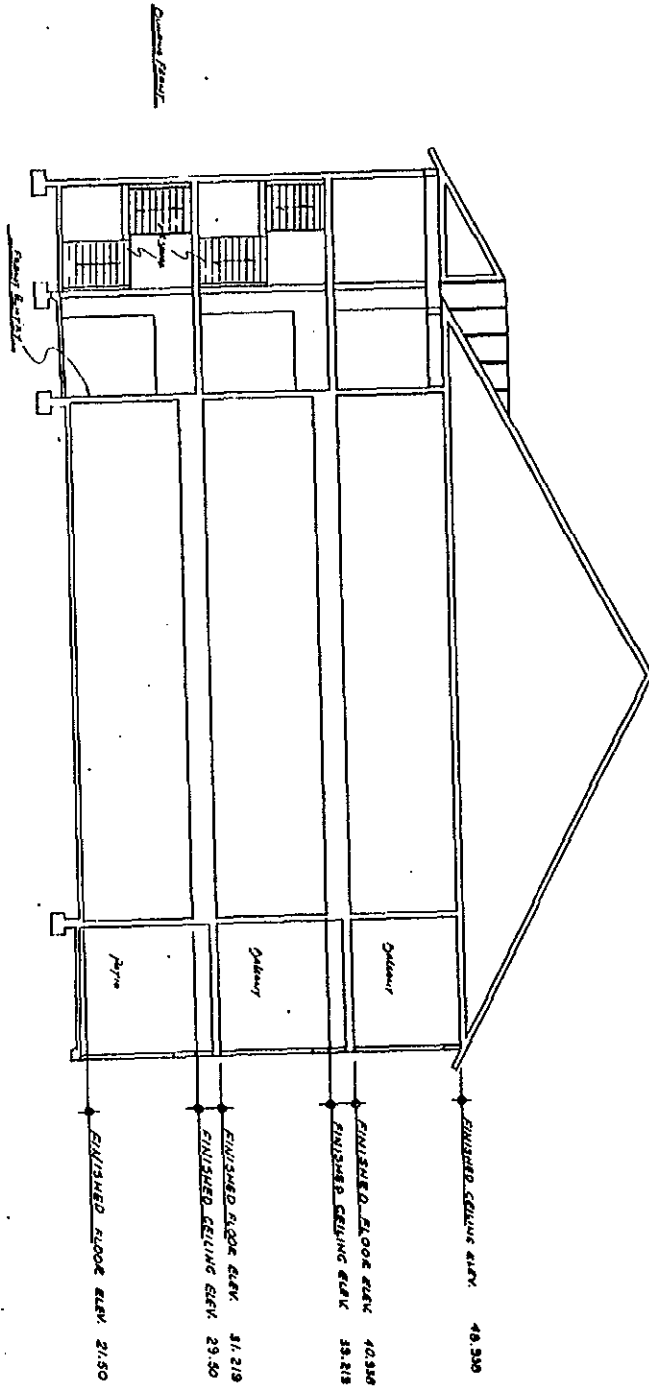


**UNIT TYPE 'B'**  
 Scale 1/8" = 1'-0"  
 Living Area: 96.8 S.F.  
 Dining Area: 110 S.F.  
 Kitchen: 80 S.F.

BY THE ARCHITECT: [Signature]

APPROVED BY THE BOARD OF DIRECTORS  
 OF THE CONDO ASSOCIATION  
 ON [Date]





TYPICAL SECTION BUILDING 'I'  
THREE STORY BUILDING

By Order: Robert J. ...  
Date: ...

SECTION	SECTION
DATE	DATE
BY	BY
CHECKED	CHECKED
APPROVED	APPROVED
SCALE	SCALE
PROJECT	PROJECT
CLIENT	CLIENT
ARCHITECT	ARCHITECT
ENGINEER	ENGINEER
PLUMBER	PLUMBER
ELECTRICIAN	ELECTRICIAN
Mechanical	Mechanical
Electrical	Electrical
Plumbing	Plumbing
Structural	Structural
Other	Other

EXHIBIT "C" (cont)

BK0574 PG1035

OFFICIAL RECORDS

ARTICLES OF INCORPORATION  
OF

THE ORIGINAL SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC.

FILED  
DEC 21 1979

The undersigned does hereby associate itself for the purpose of forming a corporation not for profit as allowed by Chapter 718 and Chapter 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, the undersigned certifies as follows:

1. NAME:

The name of the corporation shall be THE ORIGINAL SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal office located at 222 North Third Street, Palatka, Florida 32077.

2. PURPOSE:

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes 1979, or as thereafter amended, hereinafter called "The Condominium Act", for the operation of THE ORIGINAL SPORTSMAN'S LODGE, A CONDOMINIUM, hereinafter referred to as "Condominium", to be created pursuant to the provisions of the Condominium Act.

3. POWERS:

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation or The Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in The Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium as originally recorded or as it may be amended from time to time.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the Association.

EXHIBIT "D"

OFFICIAL RECORDS

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and by By-Laws of the Association.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the unit owners as allowed by the Declaration of Condominium.

3.6 The Association shall have no power to declare dividends and no part of its net earnings shall inure to the benefit of any member or director of the Association or to any other private individual. The Association shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.7 The Association shall have no capital stock.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all the record owners of units within the condominium as shown on the condominium plat thereof. Members may be individuals, partnerships, corporations, trusts or any other legally recognized entity. Each member shall designate a representative and an address which shall be furnished to the Association for purposes of Association mailings of all kinds, including notices and assessments.

4.2 Membership shall be acquired by recording in the Public Records of Putnam County, a deed or other instrument establishing record title to a unit in the Condominium, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated, provided, however, any party who owns more than one (1) unit shall remain a member of the Association as long as he shall retain title to or a fee ownership interest in any unit.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit.

4.4 On all matters upon which the membership of the Association shall be entitled to vote, each member shall be entitled to one (1) vote for each unit owned by the member. If any unit owner owns more than one (1) unit, said owner shall be entitled to the total number of votes which equal the total number of units owned. The votes for each unit shall not be divisible. Said votes may be exercised or cast in such manner as may be provided for in the Declaration of Condominium or the By-Laws of the Association.

## OFFICIAL RECORDS

4.5 Developer shall be a member of the Association and shall be allowed the votes for each unit owned by the Developer. Developer shall cease to be a member of the Association upon relinquishing title to all of the units owned by said Developer.

5. EXISTENCE

The Association shall have perpetual existence.

6. SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are:

Dan M. David	222 North Third Street Palatka, Florida 32077
Robert W. Browning	222 North Third Street Palatka, Florida 32077
Charles S. Motes	222 North Third Street Palatka, Florida 32077

7. OFFICERS

The affairs of the Association shall be administered by a President, A Vice President and a Secretary/Treasurer and such other officers as to the Board of Directors may from time to time designate. Any person may hold two (2) offices, excepting that the same person shall not hold the office President and Secretary/Treasurer. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Dan M. David President	222 North Third Street Palatka, Florida 32077
Robert W. Browning Vice President	222 North Third Street Palatka, Florida 32077
Charles S. Motes Secretary/Treasurer	222 North Third Street Palatka, Florida 32077

8. DIRECTORS

## OFFICIAL RECORDS

8.1 The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association. All officers of a corporate unit owner, all partners of a general partnership unit owner and the general partners of a limited partnership unit owner shall be deemed to be members of the Association so as to qualify to be a director. Provided, however, that the first Board of Directors shall consist of three (3) directors who need not be members of the Association and thereafter the membership of the Board of Directors shall consist of not less than three (3) directors, provided, however, that the Board of Directors shall consist of an odd number of members.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws of the Association.

8.3 The first election of directors shall be held when unit owners other than Sportsman "L", a Florida Partnership, heretofore and hereafter called "Developer", own 75% or more of the units in the condominium. The directors named in these Articles shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. The successor directors need not be members of the Association.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Dan M. David President	222 North Third Street Palatka, Florida 32077
Robert W. Browning Vice President	222 North Third Street Palatka, Florida 32077
Charles S. Motes Secretary/Treasurer	222 North Third Street Palatka, Florida 32077

## OFFICIAL RECORDS

9. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceedings or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association at the time such expenses are incurred, except when a director or officer is adjudged guilty of willful misfeasance, malfeasance or nonfeasance, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such officer or director may be entitled.

10. BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the following manner:

- (a) approval of two-thirds (2/3) of the votes of the entire membership of the Association; or
- (b) approval of all of the directors, as long as the original directors named in the Articles of Incorporation remain in office

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

11.1 Notice of the subject matter of a proposed settlement shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than one-third (1/3) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, the Board shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for

OFFICIAL RECORDS

the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval or disapproval in writing provided such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as provided herein, such approval must be by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Article 3.3, without approval in writing by all members and the joinder of all record owners of mortgages on units. No amendment shall be made that is in conflict with The Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of Developer so long as it shall own any units in the Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes and a copy certified by the Secretary of State shall be recorded in the Public Records of Putnam County, Florida.

12. RESIDENT AGENT

The corporation hereby appoints Robert W. Browning, 222 North Third Street, Palatka, Florida 32077, as its Resident Agent to accept service of process within this State.

IN WITNESS WHEREOF, the Subscribers have affixed their signature this 21 day of October, 1988.

Signed, sealed and delivered in the presence of:

Debra L. Jaggard  
Susan B. Varner  
Debra L. Jaggard  
Susan B. Varner  
Debra L. Jaggard  
Susan B. Varner

Dan M. Davila  
DAN M. DAVILA  
Robert W. Browning  
ROBERT W. BROWNING  
Charles S. Motes  
CHARLES S. MOTES

FILED  
1988 OCT 27 11:31 AM  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

BK0574 PG1041

OFFICIAL RECORDS

STATE OF FLORIDA  
COUNTY OF PUTNAM

BEFORE ME, the undersigned authority, personally appeared DAN M. DAVID, ROBERT W. BROWNING, and CHARLES S. MOTES, who, after being duly sworn, acknowledge that they executed the foregoing Articles of Incorporation for the purposes therein expressed in such Articles on this 21 day of OCTOBER, 1988.

SUSAN B. VARNES  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Mar. 14, 1990  
Bonded by United States Fidelity & Guaranty Co

Susan B. Varnes  
NOTARY PUBLIC

My Commission Expires:

ACCEPTANCE OF RESIDENT AGENT

Having been named to accept service of process for the above named corporation, at the place designated in these Articles of Incorporation, I hereby accept to act in this capacity and agree to comply with the provisions of the laws of the State of Florida relative to keeping open said office.

Robert W. Browning  
ROBERT W. BROWNING  
Resident Agent

FILED  
1988 OCT 27 PM 3:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



BY-LAWS BK0574 PG1042

OF

OFFICIAL RECORDS  
THE ORIGINAL SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE ORIGINAL SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 222 North Third Street, Palatka, Florida 32077, but meetings of Members and Directors may be held at such places within the State of Florida, County of Putnam or such other place as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

All terms herein shall have the same meanings as attributed to them in the chapter 718, Florida Statutes and the Declaration of Condominium recorded at OR Book 548, Page 1287 of the Public Records of Putnam County, Florida.

ARTICLE III

MEMBERSHIP

Section 1. QUALIFICATIONS AND MANNER OF ADMISSION. The qualifications for and manner admission to the Association shall be as specified in the Declaration and Articles.

Section 2. MEMBERSHIPS NOT TRANSFERABLE. No membership may be sold, assigned, or transferred, voluntarily or by devise or operation of law.

Section 3. TERMINATION OF MEMBERSHIP. Every membership shall cease when the Member sells, assigns, transfers, or otherwise disposes of his Condominium parcel.

Section 4. ROSTER OF UNIT OWNERS AND MORTGAGEES.

a. Owners of Units. The Association shall maintain a roster of names and mailing addresses of Unit Owners. The roster shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each Unit Owner shall furnish to the Association a certified copy of the record evidence of his title,

EXHIBIT "E"

which evidence shall entitle the Unit Owner to be included in the roster.

b. **Mortgagees.** The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a Unit in the Condominium of which notice is given to the Association. This notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

Section 5. **RESTRICTION OF RIGHTS.** A Member does not have any authority to act or speak for the Association by reason of being a Member.

Section 6. **ANNUAL MAINTENANCE ASSESSMENT.** Every Member shall be required to pay an assessment, the amount of which shall be determined by the Board of Directors and may be changed by the Board of Directors or by the Members in accordance with these bylaws. Assessments for new Members shall be prorated from the date membership is acquired. The Members may be required to pay other assessments as provided for in the Declaration of Condominium.

#### ARTICLE IV

##### MEETING OF MEMBERS

Section 1. **ANNUAL MEETING.** There shall be an annual meeting of the Members of the corporation at such place and time as may be designated, on the third Monday in July of each year, if not a legal holiday under the laws of the State of Florida, and if a legal holiday, then on the next succeeding business day, for the transaction of such business as may come before the meeting.

Section 2. **SPECIAL MEETINGS.** Special meetings of the Members shall be held whenever called by the Board of Directors or by a written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the membership. Provided, however, that special meetings of the members for purposes of adopting a budget shall be controlled by the provisions of Article IX, section 2 of these bylaws.

Section 3. **NOTICE OF MEETINGS.** Written notice of each meeting, stating the time, place, and in general terms the purpose or purposes therefor, shall be sent by mail to the last known

address of all Members at least fourteen (14) days prior to the meeting and shall be posted in a conspicuous place on the Condominium property at least fourteen (14) days prior to the meeting. A Unit Owner may waive in writing the right to receive notice by mail. An officer of the Association shall provide an affidavit, to be included in the official records of the Association affirming that notice of the meeting was mailed in accordance with this provision.

Section 4. PROXY. Every Member may cast his vote, either in person or by proxy, for each Unit owned in fee simple by that particular Member in accordance with the provision for voting rights as set out in the Declaration and Articles. Any proxy granted is revocable and will automatically cease should the Member granting said proxy convey his Unit. All proxies shall be in writing and signed by the Member and shall be filed with the Secretary.

Section 5. QUORUM. At any meeting of the Members a quorum shall consist of presence in person or by proxy of Members holding one-third (1/3) of the votes, for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

Section 6. PROVISIO. Until a majority of the Directors of the Association are elected by the Members other than the Developer, the proceedings of all meetings of Members shall have no effect unless approved by the Board of Directors.

#### ARTICLE V

##### OFFICERS

Section 1. EXECUTIVE OFFICERS. The executive officers of the Association shall be the President, a Vice President, and a Secretary-Treasurer. The executive officers shall be elected annually by the Board of Directors. They shall take office immediately after the election.

Section 2. THE PRESIDENT. Subject to the direction of the Board of Directors, the President shall be the chief executive officer of the Association, and shall perform such other duties as from time to time may be assigned to him by the Board.

Section 3. THE VICE PRESIDENT. The Vice President shall have such power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that office shall be performed by the Vice President.

BK 0574 PG 1045

Section 4. THE SECRETARY-TREASURER. The Secretary-Treasurer shall keep the minutes of all proceedings of the Board of Directors and of all committees and the minutes of the members' meetings in books provided for that purpose; he shall have custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

The Secretary-Treasurer shall also have the custody of all the receipts, disbursements, funds and the securities of the Association and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of this duties in such sum as the Board may require. Provided, however, that should the Association become responsible for the operation and maintenance of more than 50 units then all persons who control or disburse funds of the Association shall be bonded in the principal sum of \$10,000.00 for each such person.

Section 5. SUBORDINATE OFFICER. The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

Section 6. TERM. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve by sale of property, death, nonpayment of assessments or other cause.

Section 7. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary-Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy

shall serve for the remainder of the term of the officer he replaces.

OFFICIAL RECORDS

## ARTICLE VI

## COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws, and such other committees as deemed appropriate in carrying out its purposes.

## ARTICLE VII

## BOARD OF DIRECTORS

Section 1. NUMBER OF MEMBERS. The business and affairs of the Association shall be managed by a Board of Directors which shall consist of three (3) members. The Board of Directors need not be Members of the Association.

Section 2. ANNUAL AND REGULAR MEETINGS. The annual meeting of the Board of Directors shall be held in each year immediately after the annual meeting of the Members, and regular meetings of the Board shall be held at such times thereafter during the year as the Board of Directors may fix. Meetings of the Board shall be open to all Unit Owners. Adequate notice of all meetings shall be posted conspicuously on the Condominium property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against Unit Owners or the adoption of a budget are to be considered for any reason shall specifically contain a statement that assessments or the adoption of a budget will be considered and the nature of any assessments.

Section 3. SPECIAL MEETINGS. Special Meetings of the Board of Directors may be called by the President or by a majority of the members of the Board for any time and place, provided reasonable notice of such meeting shall be given to each member of the Board and to the Unit Owners as required in Section 2 before the time appointed for such meetings.

Section 4. QUORUM. The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors shall constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 5. CHAIRMAN. At all meetings of the Board of Directors, the President, or, in his absence, the Vice President,

or in the absence of both, a Chairman chosen by the Directors present, shall preside.

OFFICIAL RECORDS

Section 6. TERMS OF MEMBERS OF THE BOARD. The first Board of Directors named in the Articles shall serve until the first annual meeting of the Members. At the first annual meeting of Members and at each annual meeting thereafter, the members of the Board of Directors shall be elected by the Members of the Association for an annual term. Provided, however, that the Developer shall be entitled to elect the Board of Directors subject to the provisions of section 718.301, Florida Statutes.

Section 7. RECALL OF BOARD MEMBERS. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Members of the Association. A special meeting of the Members to recall a member of the Board of Directors may be called by ten percent (10%) of the Members giving notice of the meeting and stating the purpose of the meeting. Recall shall become effective in accordance with the provisions of the Condominium Act. Provided, however, that until a majority of the Board is elected by the Members other than the Developer, neither the first Directors nor any Directors replacing them nor any Directors named by the Developer shall be subject to removal by Members other than Developer. The first Directors and Directors replacing them may be removed by the Developer.

Section 8. ANNUAL REPORT. The Board of Directors, after the close of the fiscal year, shall submit to the Members a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

Section 9. VACANCIES IN BOARD. Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power to select a person to serve the unexpired term of the vacancy.

Section 10. COMPENSATION. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 11. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

## ARTICLE OFFICIAL RECORDS

## NOMINATION

Section 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers.

Section 2. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Articles. The persons receiving the larger number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE IX

## MAINTENANCE CHARGES

Section 1. ASSESSMENTS. After adoption of a budget, a determination of the annual assessment per Unit shall be made by equally apportioning the total sum of said budget among the Units.

(a) The assessment shall be collected in quarterly installments. All assessment bills shall be due and payable thirty (30) days from the date of mailing of same. The Board of Directors may allow more frequent installment payments of assessments.

(b) All assessments charged by the Association shall be rounded off to the nearest dollar.

Section 3. ADOPTION OF BUDGET. The annual budget for common expenses for the Association shall be prepared by the Secretary-Treasurer and adopted by the Board. Said budget shall

be detailed and it shall show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, unless otherwise waived by the vote of a majority of the Members present at a duly called meeting of the Association, the budget must include items for reserve accounts for capital expenditures and deferred maintenance in accordance with the provisions of the Condominium Act. A copy of the proposed annual budget of common expenses shall be mailed to each Member at least thirty (30) days prior to the meeting at which the budget shall be considered together with a notice of such meeting.

In the event the adopted budget requires assessments against Members in any accounting year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, the Board, upon written application of at least ten percent (10%) of the Members shall call a special meeting of the membership within thirty (30) days, upon not less than ten (10) days written notice to each Member. The purpose of the special meeting shall be to consider and enact a budget. The Board may propose a revised budget to the Members at such membership meeting, or in writing prior to said meeting.

At such special meeting or any adjournment thereof, the Members shall consider and enact a budget. The adoption of the annual budget by the membership shall require the vote in person or by proxy, of a majority of all Members.

In the event the membership is unable to adopt a budget at the special meeting or adjournment thereof, within five (5) days, the Board shall hold a special meeting and adopt an annual budget which may be identical to the budget initially adopted and which does not require assessments against Members in the accounting year exceeding the assessment under the budget initially adopted.

In determining whether assessments exceed one hundred fifteen percent (115%) of assessments for prior years, there shall be excluded from the computation any provision for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property.

If an annual budget has not been adopted for the accounting year at the start of said year, an assessment in the amount of the last prior annual assessment shall continue in force until changed by an amended assessment.

Section 4. SPECIAL ASSESSMENTS. Special Assessments may be levied and collected as necessary for the performance of the Association's duties and obligations which shall be assessed and collected in the manner provided for regular assessments.



Section 5. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE MEMBER; THE LIEN; REMEDIES OF ASSOCIATION. If the assessment is not paid on or before the due date specified by the Board, then such assessment shall become delinquent and shall become a charge and lien on the Unit against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representative, tenants, and assigns.

If the assessment is not paid within fifteen (15) days after the due date it shall become enforceable and collectible in the manner provided in the Declaration. No Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

Section 6. ANNUAL STATEMENTS. The President, Secretary-Treasurer, or such other officer as may have custody of the funds of the Association shall annually within ninety days after the close of the fiscal year of the Association, prepare a financial report in accordance with the provisions of the Condominium Act. Such officer shall furnish to each Member of the Association a copy of such statement. Such copy may be furnished to the Member either in person or by mail.

Section 7. CERTIFICATE AND LIENS. Upon request, the Association shall furnish to any Owner liable for an assessment a certificate showing the unpaid assessments against any Unit.

#### ARTICLE X

##### LOSS OF PROPERTY

The Board of Directors shall not be liable or responsible for the destruction of, loss of, or damage to the property of any Member or the guest of any Member, or visitor, or other person.

#### ARTICLE XI

##### NOTICE

Section 1. NOTICE. Whenever according to these By-Laws, the Articles, or the Declaration, a notice shall be required to be given to any Member, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in a postpaid, sealed wrapper, addressed to such Member at his address as the same appears on the books of the Association, and the time when such notice is mailed shall be deemed the time of giving of such notice.

Section 2. WAIVER OF NOTICE. Any notice required to be given by these By-Laws may be waived by the person entitled thereto.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

BINDING ARBITRATION

Internal disputes among the Developer, Unit Owners, Association, and their agents and assigns arising from the operation of the Condominium shall be resolved in accordance with the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes, Department of Business Regulation, for voluntary binding arbitration.

ARTICLE XIV

CORPORATE SEAL

The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, the year of incorporation, and the words, "not for profit."

ARTICLE XV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, these By-Laws have been adopted this 28 day of July, 1989.

*[Signature]*  
Charles S. Motes, Secretary

*No Original*  
*Putnam County*  
*Association*  
APPROVED:  
*[Signature]*  
President  
*[Signature]*  
Vice President



FILED AND RECORDED IN PUBLIC RECORDS OF PUTNAM COUNTY, FL

1990 DEC 19 PM 2:47

*[Signature]*  
CLERK OF COURT

156415

49.00  
6.50

BK 0560 PGO 383

OFFICIAL RECORDS

AMENDMENT TO DECLARATION OF CONDOMINIUM

MADE this 22<sup>nd</sup> day of March, 1990, by Sportsman's "L", a Florida General Partnership, the Developer, for itself, its successors, grantees and assigns,

WHEREIN the Developer amends that Declaration of Condominium of The Original Sportsman's Lodge I, A Condominium, recorded at Official Record Book 548, page 1287, Public Records of Putnam County, Florida, in the following particulars:

Return to: Browning Properties  
222 N. 3rd Street  
Palatka, Florida 32177

This instrument prepared by:  
Sandra Stockwell, Esquire  
Broad & Cassel  
P. O. Drawer 11300  
Tallahassee, FL 32302

1. the Certificate of Surveyor attached hereto and made a part hereof is incorporated into the Declaration in accordance with the provisions of paragraph 3.3b of the Declaration;
2. Exhibit "A" attached to this Amendment is substituted for Exhibit "A" as attached to the original Declaration;
3. Exhibit "B," page 1, attached to this Amendment is substituted for Exhibit "B," page 1, as attached to the original application;
4. that Typical Section plan attached to this Amendment is substituted for the Typical Section Building "T" at Official Record Book 548, page 1321, Public Records of Putnam County, Florida.

As amended by this Amendment, I hereby ratify, confirm, and republish that Declaration of Condominium of the Original Sportsman's Lodge I, a Condominium as recorded at Official Record Book 548, page 1287, Public Records of Putnam County, Florida, and declare that that Declaration and this Amendment together constitute the Declaration of Condominium of The Original Sportsman's Lodge I, a Condominium.

141253

FILED AND RECORDED IN PUBLIC RECORDS OF PUTNAM COUNTY, FL.

1990 MAR 22 PM 3: 23

*[Signature]*  
CLERK OF PUBLIC RECORDS  
PUTNAM COUNTY, FL.

OFFICIAL RECORDS

IN WITNESS WHEREOF, the Developer has executed this Amendment to Declaration of Condominium the day and year first above written.

WITNESSES:

SPORTSMAN'S "L", a Florida General Partnership

Debra K. Fazzolari  
Chel Hill

By: R. W. Browning  
As President of The Original Sportsman's Lodge, Inc. General Partner

Debra K. Fazzolari  
Chel Hill

By: R. W. Browning  
As President of Browning & Associates, Inc. General Partner

STATE OF FLORIDA  
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me, this 22<sup>nd</sup> day of March, 1990, by R.W. Browning as President of The Original Sportsman's Lodge, Inc., and as President of Browning & Associates, Inc., as all of the General Partners of Sportsman's "L", a Florida General Partnerships, on behalf of the Partnership.

Pamela H. Browning   
Notary Public  
My Commission Expires: Feb 25, 1991  
Notary Public, State of Florida at Large  
My Commission Expires Feb. 25, 1991

CERTIFICATE OF SURVEYOR

OFFICIAL RECORDS

STATE OF FLORIDA  
COUNTY OF ~~PUTNAM~~ PUTNAM

BEFORE ME, the undersigned authority, personally appeared WILLIAM L. BUCK, JR. who was sworn and says:

- 1. That he is a registered surveyor authorized to practice in the State of Florida.
- 2. That he is familiar with the plan of development as described and depicted in the Declaration of Condominium for The Original Sportsman's Lodge I, A Condominium, as recorded at Official Record Book 0548, page 1287, Public Records of ~~PUTNAM~~ County, Florida.

3. That he has surveyed the improvements completed on the condominium property, and that to the best of his knowledge, information and belief:

a. The improvements to the condominium are constructed substantially in accordance with the plan of development as described and depicted in the Declaration of Condominium, as recorded, and are complete, including landscaping, utility services, and access to the units and common elements of the condominium; SEE AMENDMENT

b. The depiction of improvements as contained within the Declaration of Condominium of The Original Sportsman's Lodge I, A Condominium, as recorded, are an accurate representation of the location and dimensions of the improvements as built. PER ATTACHED REVISION/AMENDMENT.

c. The identification, location, and dimensions of the Common Elements and of each Unit can be determined from the depictions contained in the Declaration of Condominium of The Original Sportsman's Lodge I, A Condominium, as recorded.

*William L. Buck, Jr.*  
L.S. 1033

SWORN TO AND SUBSCRIBED  
before me this 9 day  
of March  
1990.

Susan B. Varnes

Notary Public  
My Commission Expires:  
SUSAN B. VARNES  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Mar. 14, 1990  
Bonded by United States Fidelity & Guaranty Co.

EXHIBIT A - AMENDMENT TO DEC. OF  
CONDOMINIUM

BOOK 560 PAGE 386

OFFICIAL RECORDS

*Corrected  
3/9/90  
Description*

DESCRIPTION: THE ORIGINAL SPORTSMAN'S LODGE, DECLARATION  
CONDOMINIUM, EXHIBIT A

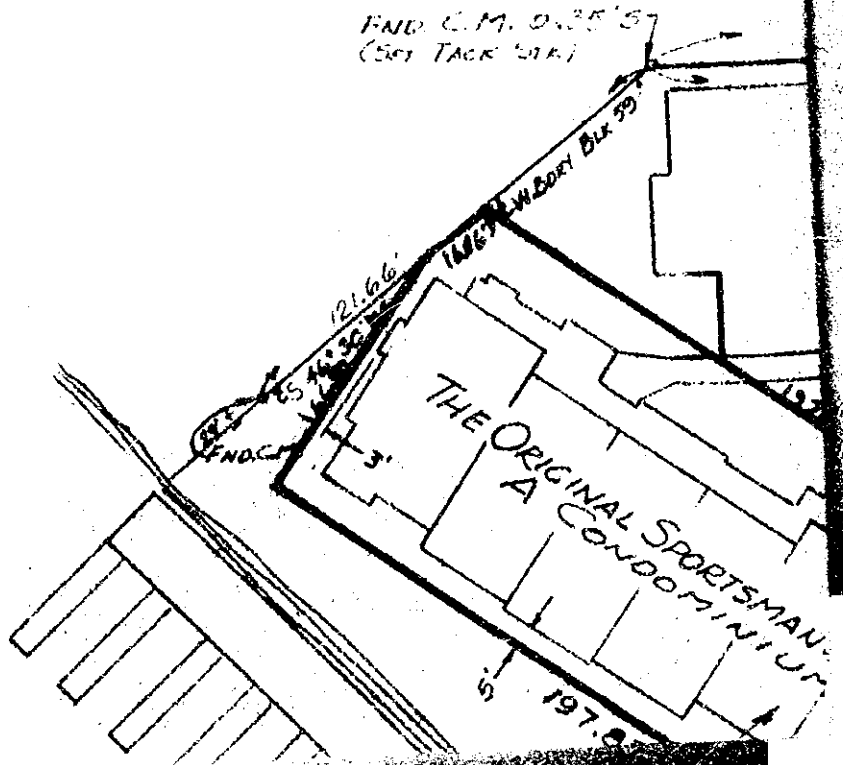
A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY,  
FLORIDA, KNOWN AS BUILDING I ORIGINAL SPORTSMAN'S LODGE, A  
CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH  
85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE  
OF 526.27 FEET, THENCE SOUTH 4° 10' EAST A DISTANCE OF 148.02  
FEET TO THE NORTHEAST CORNER OF BUILDING I PROPERTY AND THE  
POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE (1) RUN NORTH  
59° 07' 55" WEST A DISTANCE OF 192.50 FEET, THENCE (2) RUN  
SOUTH 49° 19' 43" WEST A DISTANCE OF 16.86 FEET, THENCE (3)  
RUN SOUTH 30° 52' 05" WEST A DISTANCE OF 66.50 FEET, THENCE  
(4) RUN SOUTH 59° 07' 55" EAST A DISTANCE OF 197.83 FEET,  
THENCE NORTH 30° 52' 05" EAST A DISTANCE OF 82.50' TO THE  
POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.374 ACRE MORE  
OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND  
LICENSES TO RIPARIAN RIGHTS, IF ANY.

# THE ORIGINAL A



BK0560 PGO387

OFFICIAL RECORDS





# SPORTSMAN CONDOMINIUM

BK 0560 PGO 388

OFFICIAL RECORDS

BROAD ST. (60' R/W)

650.00'

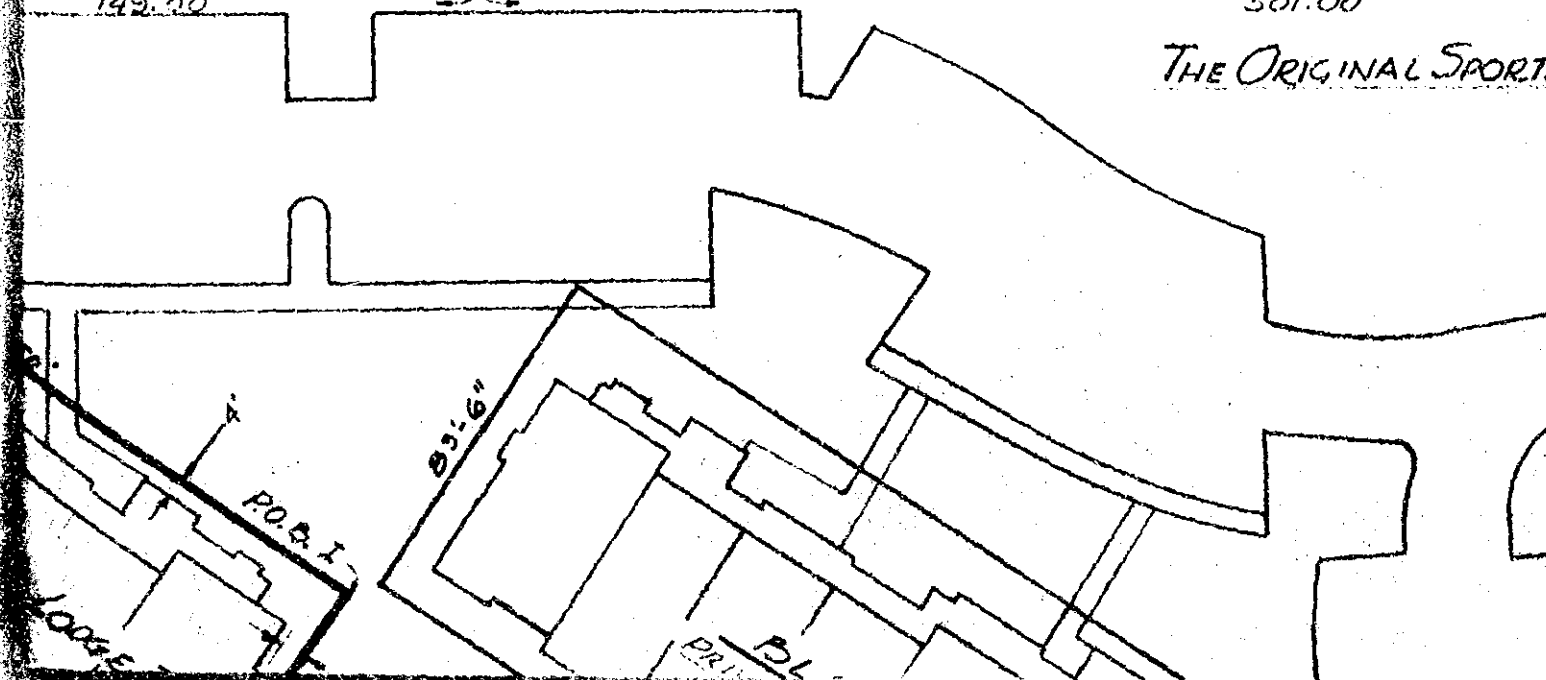
FND C.M.

585

199.00'

501.00'

THE ORIGINAL SPORTSMAN



5 10000 I

EX 0560 PG 0389

OFFICIAL RECORDS

° 50' W (N. LINE BLK 59)

N.E. COR. BLK 59  
P.O.B.

P.O.B.

FND. G.M. 0.29' W.  
FND STR. ON COR.

SMAN'S LODGE RECREATION AREA

77'-6" P.O.B. IV

IV

30' E (DEED)  
30' E (MEAS) 260.00'

RING ST. (40' R/W)

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS BUILDING 1 ORIGINAL SPORTSMAN'S LODGE, A CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH 85° 58' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 526.27 FEET, THENCE SOUTH 4° 19' EAST A DISTANCE OF 148.82 FEET TO THE NORTHEAST CORNER OF BUILDING 1 PROPERTY AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 59° 07' 55" WEST A DISTANCE OF 192.58 FEET, THENCE (2) RUN SOUTH 49° 19' 43" WEST A DISTANCE OF 16.86 FEET, THENCE (3) RUN SOUTH 30° 52' 05" WEST A DISTANCE OF 66.58 FEET, THENCE (4) RUN SOUTH 59° 07' 55" EAST A DISTANCE OF 197.83 FEET, THENCE NORTH 30° 52' 05" EAST A DISTANCE OF 82.58" TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.374 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

OFFICIAL RECORDS  
 EX 0560 180390

**CLERK'S APPROVAL:**  
 EDWARD L. BROOKS, CLERK OF THE CIRCUIT COURT OF PUTNAM COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS FOREGOING PLAT OF THE ORIGINAL SPORTSMAN'S LODGE 1, A CONDOMINIUM, WAS EXAMINED BY ME AND THAT IT CONFORMS TO THE PROVISIONS OF CHAPTER 472 OF THE FLORIDA STATUTES, AND WAS FILED IN MY OFFICE FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 1989, AND WAS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 1989 IN MAP BOOK \_\_\_\_\_ PAGES \_\_\_\_\_.

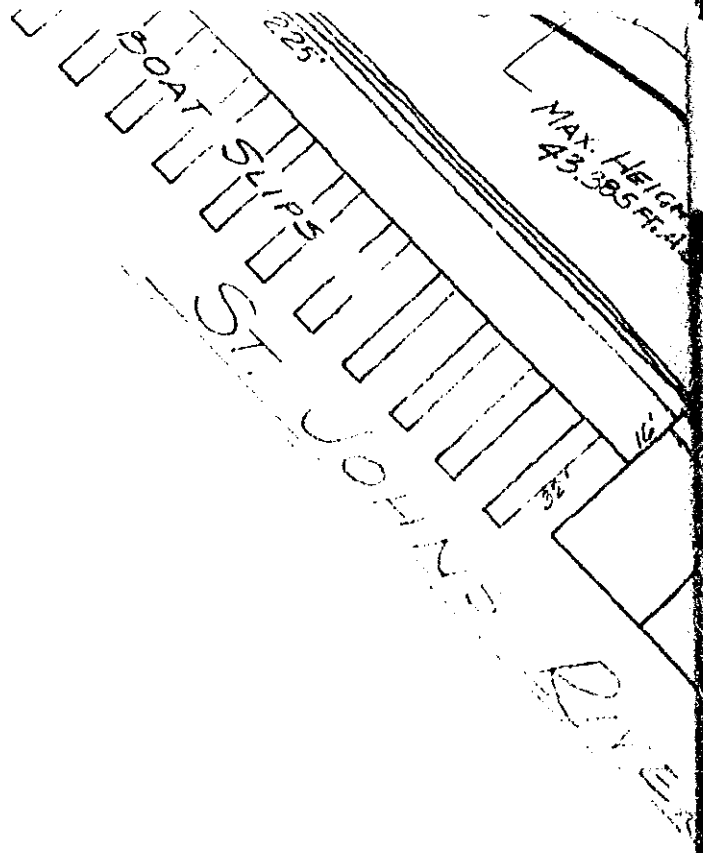
EDWARD L. BROOKS  
 CLERK OF CIRCUIT COURT

**TOWN COUNCIL'S APPROVAL:**  
 THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE TOWN COUNCIL OF WELAKA, FLORIDA AND APPROVED BY THEM FOR THE RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 1989.

ATTEST: \_\_\_\_\_ MAYOR  
 \_\_\_\_\_ TOWN CLERK



118



EX0560 P60391

OFFICIAL RECORDS

**DEDICATION:**

THE UNDERSIGNED, BEING A GENERAL PARTNER OF SPORTSMANS L., A FLORIDA GENERAL PARTNERSHIP, THE OWNERS OF THE LANDS DESCRIBED IN THE CAPTION TO THIS PLAT DOES HERBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS \_\_\_\_\_

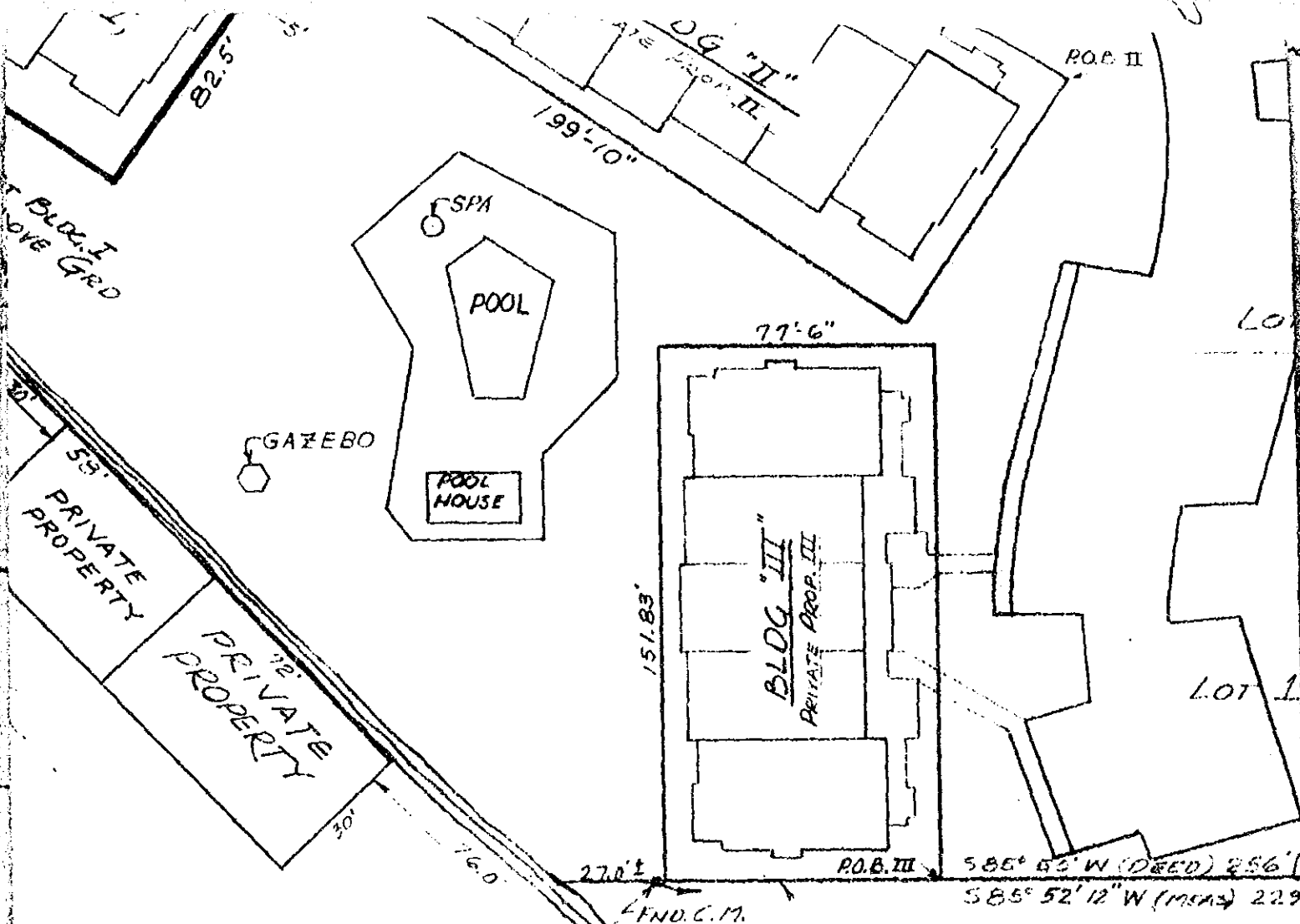
WITNESS \_\_\_\_\_

**ACKNOWLEDGEMENT:**  
 STATE OF FLORIDA  
 COUNTY OF PUTNAM

ON THIS DAY BEFORE ME PERSONALLY APPEARED TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN THE FOREGOING DEDICATION AS A GENERAL PARTNER OF SPORTSMANS L., A FLORIDA GENERAL PARTNERSHIP, OWNERS, AND WHO HAVE ACKNOWLEDGED BEFORE ME THAT THEY HAVE EXECUTED THE SAME FOR THE PURPOSES EXPRESSED.  
 WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_, A.D. 1999,

BY COMMISSIONER EXETER

NOTARY PUBLIC STATE OF FLORIDA



EX 0560 PG 0392

OFFICIAL RECORDS

MID

150'-4"

BLDG.  
PRIVATE PROP.

S 04° 04' 11"  
S 04° 01' 11"

FND. C.M. (USED AS COR.)  
S.E. COR. LOT 2

FND. I.P. (L.S.N. 2228)

S 85° 50' W (DEED) 200'  
S 85° 52' 52" W (MEAS) 199.98'

FND. C.M. (USED AS CORNER)  
S.E. COR. LOT 5

LOT 1

S 03° 58' 58" E (MEAS) 150.07'  
S 04° 04' 50" E (DEED) 150'

FND. C.M. (DISTURBED)

(TOTAL)  
7.8'

EX 0560 P00393  
OFFICIAL RECORDS

L ST. (60' R/W)

**SURVEYOR'S CERTIFICATE:**  
I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP IS A CORRECT AND TRUE COPY OF THE ORIGINAL SURVEY BEING MADE UNDER MY SUPERVISION, AND THAT IT CONFORMS WITH THE TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF SURVEYORS PRESENT TO SECTION 112.07.  
*William L. Beck, Jr.*  
WILLIAM L. BECK, JR.  
P.E., 19544, REGISTERED LAND SURVEYOR

REV. 4/18/83	REVISED PROPERTY DESCRIPTION
REV. 5/30/83	REVISED PROPERTY DESCRIPTION, ADDED THE ADJACENT PRIVATE
REV. 8/22/83	ADDITIONAL PROPERTY ADJACENT TO L.S.N. 2228

KO 560 PGO 394

OFFICIAL RECORDS

STRUCTURES AND IMPROVEMENTS  
SHOWN ON THIS SURVEY AND  
PLOT PLAN ARE PROPOSED & NOT  
YET COMPLETE.  
THE MAXIMUM HEIGHT OF ALL EXISTING  
OR PROPOSED IMPROVEMENTS IS 43.305 FEET.

EXHIBIT B

AMENDMENT TO

DECLARATION OF CONDOMINIUM

INVESTOR, DO HEREBY  
REPRESENTATION OF A  
DO MEETS THE MINIMUM  
THE FLORIDA BOARD OF LAND  
FLORIDA STATUTES.

01032

SURVEY & PLOT PLAN	
THE ORIGINAL SPORTSMAN'S LODGE I, A CONDOMINIUM	
WELAKA, FLORIDA	
FOR: BROWNING PROPERTIES, INC.	
SCALE 1"=40'	<b>Buck &amp; Associates, pa.</b>
DATE 5-14-85	
INVESTOR	PROFESSIONAL ENGINEERS & LAND SURVEYORS
APPROVED BY	18000 AMH, SUITE 11, SUITE 11
ISSUED BY	

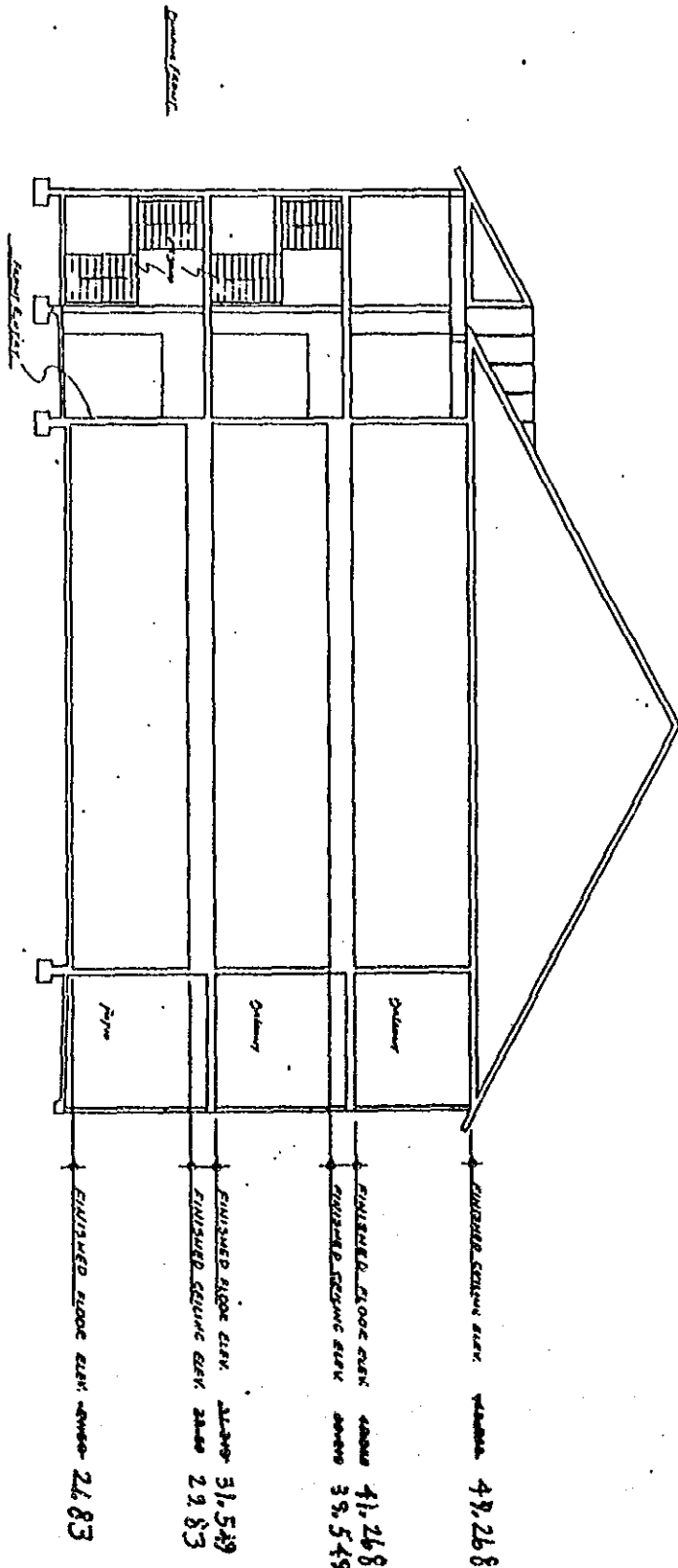
*Corrected elevations  
3/9/90  
Bill Beck*

BK0548 PGI 321

OFFICIAL RECORDS

BK0560 PG0395

OFFICIAL RECORDS



TYPICAL SECTION BUILDING 'I'  
THREE STORY DWELLING



*By: [Signature] Licensed Professional Engineer  
State of Florida License No. 10077  
Date: 03/09/90*

BUILDING SECTION	
THE ORIGINAL WORK WAS	
FOR THE ARCHITECTURE	
DATE: 03/09/90	
BY: [Signature]	
F. ASSOCIATES, P.A.	
1000 N. GULF BLVD., SUITE 1000	
JACKSONVILLE, FLORIDA 32202	



217.00  
217.00

**DECLARATION OF CONDOMINIUM**

of The Original Sportsman's Lodge I, a Condominium

BRU 548 PGI 287

MADE this 28<sup>th</sup> day of July 1989 by Sportsman's "L", a Florida General Partnership  
the Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called The Condominium Act.

1.1 Name and Address. The name by which this Condominium is to be identified is The Original Sportsman's Lodge I, a Condominium, and its address is Welaka, Putnam County, Florida. It is hereafter called "the Condominium."

1.2 The Land. The lands owned in fee simple by Developer, which by this instrument are submitted to the condominium form of ownership, are the following-described lands lying in Putnam County, Florida:

See Attached Exhibit "A"

which lands are called "the land."

2. Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act, unless in conflict herewith, and as follows unless the context otherwise requires:

2.1 Approval or Consent. Whenever approval or consent is required of any person or entity, that approval or consent shall not be unreasonably withheld.

## OFFICIAL RECORDS

2.2 Association means The Original Sportsman's Lodge Condominium Association, Inc., and its successors.

2.3 Common Elements shall include the tangible personal property required for the maintenance and operation of the Condominium and any land and other property acquired by the Association for the Condominium, .

2.4 Common Expenses include:

a. Expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of the Common Elements, and of the portions of Units to be maintained by the Association, if any.

b. Expenses for reasonable transportation services, insurance for officers and directors, road maintenance and operation expenses, in-house communications, and security services.

c. Expenditures or amounts of assessments by the Association for payment of costs that are the responsibility of a Unit Owner, including but not limited to costs of repair of damage to a Unit in excess of insurance proceeds, and the costs of insurance upon a Unit.

d. Expenses declared Common Expenses by provisions of this Declaration or by Bylaws.

e. Any valid charge against the Condominium property as a whole.

2.5 Condominium includes all of the Condominium property as a whole when the context so permits.

2.6 Rules or Regulations means regulations respecting the use of the Condominium that have been adopted by the Association from time to time in accordance with its Articles of Incorporation or Bylaws.

2.7 Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.8 Utility Services as construed with reference to this Condominium, and as used in this Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, and cable communications systems.

3. Development Plan. The Condominium is described and established as follows:

3.1 Survey. A survey of the land showing the improvements which will be constructed is attached as Exhibit "B".

3.2 Plans. The improvements upon the land are not substantially completed but will be constructed substantially in accordance with the plans and specifications prepared by Perez Associates Architects, Inc. and designated as his Job No. 88011.

3.3 Amendment of Plans.

a. Alteration of Unit Plans. Developer reserves the right to change the interior design or arrangement of all Units as long as Developer owns the Units so changed and altered, and provided such change shall be reflected by an amendment of this Declaration. Any amendment for such purpose need be signed and acknowledged only by

## OFFICIAL RECORDS

Developer and need not be approved by the Association or Unit Owners, anything herein to the contrary notwithstanding.

Developer reserves the right (1) to alter the configuration or size of the Units so long as Developer owns the Units so altered, and (2) to alter the boundaries or configuration of the Common Elements so long as Developer owns the Unit(s) abutting the Common Elements where the boundaries are being altered. However, the percentage of ownership of Common Elements appurtenant to the Units, other than Units owned by Developer, shall not be changed by reason of actions taken pursuant to subsection (1) and (2) herein unless the Owners of such Units shall consent thereto. Any amendment for such purpose need be signed and acknowledged only by Developer and by the Owners of Units affected, and such amendment shall not require the approval of other Unit Owners or of the Association.

b. Amendment of Declaration. Upon substantial completion of construction this declaration shall be amended to include a certificate of surveyor as required in The Condominium Act.

3.4 Easements are reserved in every portion of a Unit which contributes to the support of a building, and through the Condominium property as may be required for utility services in order to serve the Condominium adequately; provided, however, those easements through a Unit shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the Unit Owner. The easements shall include but not be limited to the chases that run through each Unit for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services

to Units and the Common Elements. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility services using the easements.

3.5 Improvements - General Description.

a. Buildings. The Condominium includes one three story building consisting of 21 Owners' Units.

b. Other Improvements. The Condominium includes gardens and landscaping and other facilities located substantially as shown upon the plans and which are part of the Common Elements.

3.6 Unit Boundaries. Each Unit, which term as used in this subsection concerning boundaries shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

a. Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries - The horizontal plane of the bottom surface of the undecorated unfinished ceiling or, where applicable, the ceiling of the screened patio adjacent to the enclosed living area for each Unit. In a Unit containing an area in which the ceiling is raised above the level of the ceiling in another area of the Unit, the ceiling shall include the vertical surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated unfinished vertical surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

## OFFICIAL RECORDS

(2) Lower Boundaries - The horizontal plane of the top surface of the undecorated unfinished floor, including the floor of the screened patio, if any. In a Unit containing an area in which the floor is raised above the level of the floor in another area of the Unit, the floor shall include the vertical surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated unfinished vertical surface that joins the planes of the undecorated finished horizontal portions of the floor.

b. Perimetrical boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the innermost undecorated unfinished surface of the exterior walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries or, where applicable, the vertical plane of the outermost edge of the floor of the screened patio adjacent to the enclosed living area for each Unit, with the following exception: when the vertical planes of the undecorated unfinished interior of bounding walls do not intersect with each other on the undecorated interior surfaces of the bounding walls or within an intervening partition, the vertical planes of the undecorated finished interior surfaces of bounding walls shall be extended to intersect with the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the Units.

c. The Owner of each Unit shall not be deemed to own either the exterior walls of the building bounding the Unit, or the undecorated, unfinished surfaces of the floors and ceilings forming the upper and lower boundaries of his respective Unit. Also, each Unit Owner shall not be deemed to own pipes, wires, conduits, air passageways and ducts, other public utility lines or air conditioning equipment running through or

adjacent to his Unit which are utilized for or serve more than one Unit or the Common Elements. Nevertheless, each Owner shall be deemed to own (1) the walls and partitions which are contained within his Unit, other than bearing walls, and (2) the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and so forth.

3.7 Common Elements. The Common Elements include the land and all other parts of the Condominium not within the Units; and bearing walls which do not constitute a Unit boundary.

3.8 Limited Common Elements. The limited Common Elements appurtenant to each Unit are as follows: recessed front entry ways, and doors, windows and screens serving a Unit that are located outside the boundaries of the Unit, including the screen surrounding the screened patio, if any, and any air-conditioning, heating, and plumbing equipment serving a Unit that is located outside the boundaries of the Unit.

4. The Units. The Units of the Condominium are described more particularly and the rights and obligations of their Owners established as follows:

4.1 Typical Unit plans. There are two (2) typical Unit floor plans, which are designated on the floor plans in Exhibit C by the capital letters A and B or the reverse of typical Unit floor plan A or B.

4.2 Unit numbers. Each Unit is identified by the use of roman numeral I and a number. The Units are located as indicated on the plot plan in Exhibit B.

4.3 Appurtenances to Units. The Owner of each Unit shall own a share and certain interests in the Condominium property, which share and interests are appurtenant

to his Unit, including but not limited to the following items that are appurtenant to the several Units as indicated:

- a. The undivided share in the land and other Common Elements and in the Common Surplus that are appurtenant to each Unit in the manner elsewhere described.
  - b. Use of the Common Elements in common with other Unit Owners in the manner elsewhere described.
  - c. Use of limited Common Elements appurtenant to the Unit, if any, in the manner elsewhere described.
  - d. The Membership in the Condominium Association, The Sportsman's Lodge Recreation Area Association, Inc., and the Sportsman's Lodge Utility Corporation, and the interest of each Unit Owner in the funds and assets held by the such associations and corporations.
  - e. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.
  - f. A nonexclusive easement for ingress and egress over streets, walks and other rights of way in the Recreation Area as described in the Declaration of Covenants, Conditions, Restrictions and Easements for such area recorded at Official Records Book 548 page 1273-1286 of the Public Records of Putnam County, Florida.
- 4.4 Recreation Areas. Developer does not plan to build any recreational areas or facilities to be owned as Common Elements by this Condominium alone. The recreation area may be shared with the members of other condominiums, which condominiums may



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or may not be contiguous or substantially similar to this Condominium. Each condominium's share of assets and liabilities in the managing entity of the recreation area will be a fraction the numerator of which will be the number of units in the condominium and the denominator of which will be the total number of units in all condominiums sharing the recreation area.

4.5 Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses of the Condominium, that share being the same as the undivided share in the Common Elements appurtenant to his Unit as elsewhere described.

4.6 Shares in Common Elements and Common Expenses. Each Unit in this Condominium shall have a 1/21 share in the Common Elements and be liable for a 1/21 share of the Common Expenses of the Condominium.

4.7 Membership.

a. Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit shall be a Member of the Association. Notwithstanding anything else to the contrary, however, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

b. All Members shall be entitled to one vote for each Unit owned. When more than one person holds such interest in any Unit, all such persons shall be Members, and the vote for such Unit shall be exercised as they determine but in no event shall more than one vote be cast with respect to any such Unit.

c. General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or

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specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

d. Proviso. The Developer shall be entitled to elect the Board of Directors of the Association subject to the provisions of Section 718.301, Florida Statutes, unless in its sole discretion it determines to turn over control earlier, in which event the Members shall be obligated to accept control and elect the Board of Directors.

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the Condominium property, and restrictions upon its alterations and improvement, shall be as follows:

5.1 Units.

a. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

b. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include but not be limited to all electrical,

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mechanical, plumbing, air handling equipment for space cooling and heating; utilities apparatus, equipment, pipes, conduits and other improvements; service equipment such as dishwasher, laundry, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor covering except the floor slab; and inside paint and other inside wall finishes.

5.2 Common Elements.

a. By the Association. Except as provided herein, the maintenance and operation of the Common Elements shall be the responsibility of the Association and the cost shall be a Common Expense. The Association also shall maintain all areas leased to it for recreational or other purposes, if any, whether they are condominium units, are contiguous to the Condominium property or not, and whether the Association retains the lease in its own name or there are subleases of undivided shares to the Unit Owners in the Condominium.

b. By the Unit Owner. The Unit Owner shall be responsible for the maintenance, repair and replacement of the limited Common Elements appurtenant to his Unit including, but not limited to, the doors, windows, window glass, screens and associated hardware located in the walls bounding the Unit; all portions of the patio area such as screens, railings, and screen doors.

5.3 Charge for maintenance. If the Unit Owner shall fail to perform the maintenance to the limited common elements required of him the Association may at its option, after giving the Owner five (5) days' written notice sent to his last known address, or to the address of the subject premises, perform such maintenance and all expenses of the Association under this sentence shall be a lien against the Unit on which the work was

done and shall be the personal obligation of all Owners of such Unit. Such expenses shall earn interest from the date of the written notice provided for above at the highest rate allowed by law, and the Unit Owner shall be liable for all costs, whether or not taxable, and actual attorney fees incurred in collecting such charge.

5.4 Alteration and improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no material alterations or substantial additions to Common Elements or limited Common Elements except as otherwise permitted in this Declaration, or by amendment of this Declaration. Whether an alteration or addition is material or substantial shall be determined by the Board of Directors whose decision shall be binding. Provided, however, that where a program results in an alteration or addition but also provides maintenance or repairs, such shall not constitute an alteration or addition.

Neither a Unit Owner nor the Association shall paint or otherwise decorate or change the appearance of any portion of any building (including any patio) not within the enclosed living area of a Unit, unless prior written consent has been obtained from the Board of Directors of the Association or unless such alteration is in compliance with guidelines authorized by said Board of Directors. This subsection shall not be construed to require approval for the placing of appropriate furnishings within any Unit.

No Unit Owner shall make any alterations to his Unit which would remove any portion of, or make any additions to, Common Elements or do anything which would adversely affect the safety or soundness of any other Unit or the Common Elements, or impair any easement.

5.5 Submission of land to condominium.

a. Land acquired by the Association may be added to the land submitted to condominium. This may be done by an amendment of this Declaration that includes the description of the acquired land, submits that land to condominium under the terms of this Declaration and states that the amendment conveys the land by the Association to the Unit Owners but without naming them. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the Public Records of Putnam County, Florida, shall divest the Association of title to the land and shall vest the title in the Unit Owners without further conveyance in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

b. Disposition of land. Any land acquired by the Association that is not submitted to condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the Owners of not less than 75% of the Units. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of the land.

5.6 Disposition of personal property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

6. Assessments. The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses of the Condominium, and shall share in the Common Surplus, those shares being the same as the undivided share in the Common Elements appurtenant to the Units owned by him.

6.2 Specific Damage. Owners (on their behalf and on behalf of their tenants and guests) causing damage to any portion of the Condominium property as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association for such damage together with interest from date of demand at the highest lawful rate, and all costs, whether or not taxable, and actual attorney fees associated with the collection of such damages.

6.3 Special Assessments. Unless limited by the Bylaws, the Association is authorized to levy and collect special assessments as necessary for the performance of its duties and obligations which shall be assessed and collected in the manner provided for regular assessments.

6.4 Date of Commencement of Annual Assessments.

The assessment provided for herein shall be billed in quarterly installments. All assessment bills shall be due and payable thirty (30) days from the date of mailing of same. The Board of Directors may allow more frequent installment payments of assessments.

Subject to other provisions hereof, the Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

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6.5 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) are not paid on the date(s) when due as determined by the Board of Directors of the Association, then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection as hereinafter provided, become a lien on the Unit, in accordance with the provisions of section 718.116(4)(a), which shall bind such Unit in the hands of the then Owner, its successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any assessment or installment of an assessment is not paid within fifteen (15) days after the due date, a late charge of \$50.00 may be imposed at the option of the Association, (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), or the next 12 months' of installments may be accelerated and become due and payable in full on the date the claim of lien is filed and all such sums shall bear interest from the dates when due until paid at the then highest lawful rate and the Association may bring an action at law against the Owners(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Unit on which the assessments are unpaid or may foreclose the lien against the Unit on which the assessments are unpaid, or may pursue one or more of such remedies at the same time or successively. Actual attorneys' fees and all costs of

preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such assessments, late charges, and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees together with all costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most recent delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Unit whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Unit shall be levied by the Association for such purpose.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association. Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

6.6 Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to tax liens and to the lien of any mortgage (recorded prior to recordation by the Association of a claim of lien, which mortgage encumbers a Unit) to any lender and which is now or hereafter placed upon any property subject to assessment;



provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Unit by reason of the provisions of this section 6.6 shall be deemed to be an assessment divided equally among, payable by and a lien against all Units subject to assessment by the Association, including the Units as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

6.7 Attachment of Rents. If the Unit the lien on which is being foreclosed is subject to a lease or rental agreement, the Association has the right to attach the rents due to the Owner as of the date the foreclosure complaint is filed and shall be entitled to the appointment of a receiver to collect the attached rents.

7. Association. The operation of the Condominium shall be by The Original Sportsman's Lodge Condominium Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. The provisions of the Articles of Incorporation of the Association, a copy of which is attached as Exhibit D.

7.2 The Bylaws of the Association shall be the bylaws of the Condominium, a copy of which is attached as Exhibit E.

7.3 Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance

and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

7.4 Restraint upon assignment of shares in assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

7.5 Additional condominiums. The Original Sportsman's Lodge Condominium Association may also become responsible for the operation of additional condominiums. If the Association becomes responsible for the operation of additional condominiums, the share of each condominium in the Common Surplus and Common Expenses of the Association shall be a fraction the numerator of which is the number of units in the condominium and the denominator of which is the total number of units in all condominiums operated by the Association.

8. Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property as required by the Condominium Act.

The insurance other than title insurance that shall be carried upon the Condominium property and the property of the Unit Owners shall be governed by the following provisions:

8.1 Purchase; named insured; payment of policies.

a. Purchase. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association, all Unit Owners, and all record mortgagees, as their interests may appear; be issued by an insurance company authorized to do business in Florida; and be payable to the Association. Any record

mortgagee shall have the right to receive copies of all insurance policies upon the Condominium property.

b. **Named insured.** The named insured shall be the Association individually and as agent for the Owners of Units covered by the policy without naming them, and shall include record mortgagees having an interest in the property covered by the policy whether or not the mortgagees are named. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess coverage above the amount recoverable under any other policy covering the same property, without rights of subrogation against the Association.

c. **Mortgagee's right to advance premiums.** Should the Association fail to pay insurance premiums required hereunder when due, any mortgagee shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and, to the extent of the money so advanced, any such mortgagee shall be subrogated to the assessment and lien rights of the Association as against the Unit Owners for the payment of such item of Common Expense.

## 8.2 Coverage.

a. **Casualty.** All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude the foundation and excavation costs, that part of the value of each Unit occasioned by special improvement not common to Units otherwise comparable in construction and finish, and

all increase in value of Units occasioned by alterations, betterments and further improvement. All personal property included in the Common Elements shall be insured. Values of insured property shall be determined annually by the Board of Directors of the Association. Insurance coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering vandalism and malicious mischief and, if the property is in an area identified as a special flood hazard, flooding. The bailee liability, if any, of the Association to Unit Owners shall be insured.

b. The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

c. Public liability covering all of the Common Elements, and insuring the Association and the Unit Owners, as their interests appear, in such amounts as shall be determined by the Board of Directors of the Association in its sole discretion, including but not limited to legal liability, hired automobile, nonowner automobile and off-premises employee coverages, and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

- d. Workmen's compensation policy to meet the requirements of law.
- e. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be a charge against and paid by that Owner together with interest at the highest legal rate from date of demand and all costs and actual attorney fees in collecting such charge.

8.4 Association as trustee. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners, and record mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be payable to the Association. The Association shall be liable for payment of premiums and for the renewal or the sufficiency of policies, the failure to collect any insurance proceeds, and the form and content of the policies. The Association shall receive and hold such proceeds as are paid and hold same for the purposes stated herein, for the benefit of the Association, Unit Owners, and record mortgagees (sometimes referred to collectively as the "beneficial owners") as their interests may appear.

8.5 Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction and Repair after Casualty."

## OFFICIAL RECORDS

8.6 Association as agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7 Reconstruction and repair after casualty. Whether or not Condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

a. Lesser damage. If Units to which less than 75% of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, or if less than 75% of the total amount of insurance coverage on the property becomes payable, the damaged property shall be reconstructed and repaired.

b. Major damage. If Units to which 75% or more of the Common Elements are appurtenant are found by the Board of Directors of the Association to be not tenantable after the casualty, or if 75% or more of the total amount of insurance coverage on the property becomes payable, whether the damaged property will be reconstructed and repaired or the Condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds, and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(2) The notice shall call a meeting of Unit Owners to be held within 30 days from the mailing of the notice, but not later than 60 days after the casualty.

(3) The damaged property will be reconstructed and repaired unless the Owners of two-thirds (2/3) of the Common Elements vote to terminate the Condominium.

(4) The vote of a Unit Owner may be expressed in writing filed with the Association at or prior to the meeting.

c. The determination of the Board of Directors as to whether the damage is lesser or major shall be binding.

8.8 Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium property as provided in the section entitled "Maintenance, alteration and improvement."

8.9 Plans and specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the building, by the Owners of not less than 75% of the Common Elements, including the Owners of all Units the plans for which are to be altered.

8.10 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against

all Unit Owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a Common Expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the Owner and not common to other Units shall be assessed to the Owner of the Unit.

8.11 Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to Unit Owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a Unit Owner that is not in excess of assessments paid by that Owner into the funds shall not be made payable to any mortgagee.

9. Eminent domain. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for acquisition of the Common Elements or any part thereof. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement on account of such taking shall be payable to the Association for the use and benefit of the Unit Owners and the Mortgagees as their interests may appear. Any such taking or acquisition shall be deemed to be a loss for purposes of Section 8 above. The award or proceeds of settlement shall be treated as insurance proceeds under the provisions of such Section, the decision whether or not to repair or restore such Common Elements shall be made in accordance with such Section, and any award payable as a result of such taking or acquisition shall be distributed or used in accordance with the provisions of such section.



10. Amendments and merger. Except as elsewhere provided, this Declaration of Condominium may be amended in the manner provided in the Condominium Act provided that no amendment proposed before the sale of 90% of the Units in the Condominium shall be effective without Developer's written consent; and provided further that no amendment to section 8 concerning insurance or section 9 concerning condemnation shall be effective unless the record owners of all mortgages upon the Condominium join in the execution of such amendment. Other than as provided elsewhere in this Declaration, no amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment.

10.1 Plan of development. Developer intends to develop additional condominiums the unit owners in which will be members of the Recreation Area association. The impact, if any, of the completion of any subsequent condominiums would be to increase the number of units, residents, and users of the facilities of the area association and to decrease the per-unit cost of such facilities and certain other Common Expenses such as insurance premiums. Nothing herein shall be construed to compel Developer to complete any such additional condominiums.

11. Termination. The Condominium may be terminated in the following ways in addition to the manner provided by the Condominium Act:

a. Destruction. If it is determined in the manner elsewhere provided that the Condominium shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated thereby without agreement.

b. Agreement. The Condominium may be terminated by approval in writing by all record Owners of Units and all record owners of mortgages on Units.

11.1 Approval and options to purchase. If the proposed termination is submitted to a meeting of the Members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by Owners of not less than 75% of the Common Elements and by the record owners of all mortgages upon the Units are obtained in writing not later than 30 days after the date of that meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending on the 60th day after the date of that meeting, and conditioned upon termination of the Condominium. Approvals of the termination shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. If the option is not exercised then the proposed termination of the Condominium shall fail. The option shall be upon terms established by the Board of Directors.

11.2 Certificate. The termination of the Condominium in any of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Putnam County, Florida.

11.3 Shares of Owners after termination. After termination of the Condominium, Unit Owners shall own the Condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Common Elements appurtenant to the Owners' Units prior to the termination.

11.4 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and all record owners of mortgages upon the Units.

12.1 Compliance and default. Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association, the Bylaws, and any Rules or Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

a. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

b. Fines. The Association may levy a fine of up to \$50.00 against the Unit Owner or, if applicable, his licensees or invitees, for violation of the terms of the Declaration, Articles, Bylaws, and Rules and Regulations, as any of these documents may be amended from time to time, and after reasonable notice and opportunity to be heard, according to a written procedure to be adopted by the Association in its bylaws or rules in accordance with the provisions of Rule 7D-23.005(1), Florida Administrative Code. Each day a violation continues shall be considered a separate violation.

c. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations, and those items as they may be amended from time

to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

12.2 No waiver of rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

12.3 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws and Rules and Regulations of the Association, shall not affect the validity of the remaining portions.

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IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

WITNESSES:

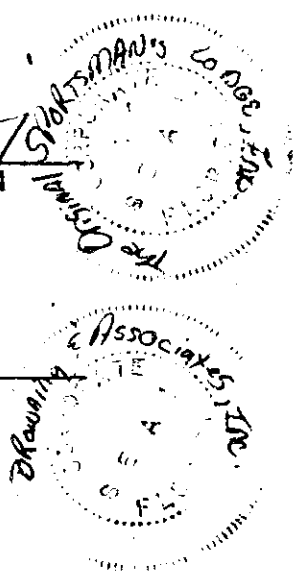
Susan B Varnes  
Clk 7th

Susan B Varnes  
Clk 7th

SPORTSMAN'S "L", a Florida  
General Partnership

By: R. W. Browning  
As President of The Original  
Sportsman's Lodge, Inc.,  
General Partner

By: R. W. Browning  
As President of Browning &  
Associates, Inc.,  
General Partner



STATE OF FLORIDA )  
COUNTY OF ) SS:

The foregoing instrument was acknowledged before me, this 28th day of July 1989, by R. W. Browning, as President of The Original Sportsman's Lodge, Inc., and as President of Browning & Associates, Inc., General Partners of Sportsman's "L", a Florida General Partnership, on behalf of the Partnership.

Judy A. Brown  
Notary Public  
State of Florida at Large  
My Commission expires:



DESCRIPTION: THE ORIGINAL SPORTSMAN'S LODGE, DECLARATION OF  
CONDOMINIUM, EXHIBIT A  
A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY,  
FLORIDA, KNOWN AS BUILDING I ORIGINAL SPORTSMAN'S LODGE, A  
CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH  
85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE  
OF 532.00 FEET, THENCE SOUTH 4° 10' EAST A DISTANCE OF 144.00  
FEET TO THE NORTHEAST CORNER OF BUILDING I PROPERTY AND THE  
POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH  
59° 07' 55" WEST A DISTANCE OF 198.83 FEET, THENCE (2) RUN  
SOUTH 30° 52' 05" WEST A DISTANCE OF 82.50 FEET, THENCE (3)  
RUN SOUTH 59° 07' 55" EAST A DISTANCE OF 198.83 FEET, THENCE  
(4) RUN NORTH 30° 52' 05" EAST A DISTANCE OF 82.50 FEET TO  
THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.376 ACRE  
MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS  
RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

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BK0548 PG1917

EXHIBIT A to  
Declaration of  
Condominium

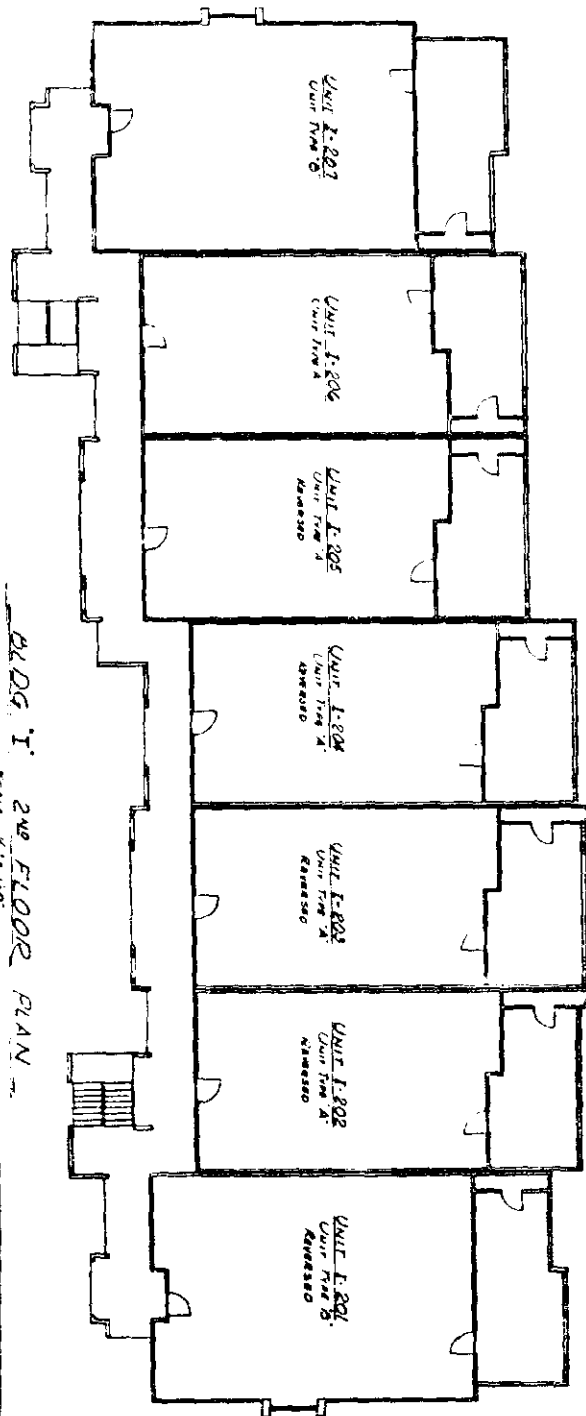
3112 1002



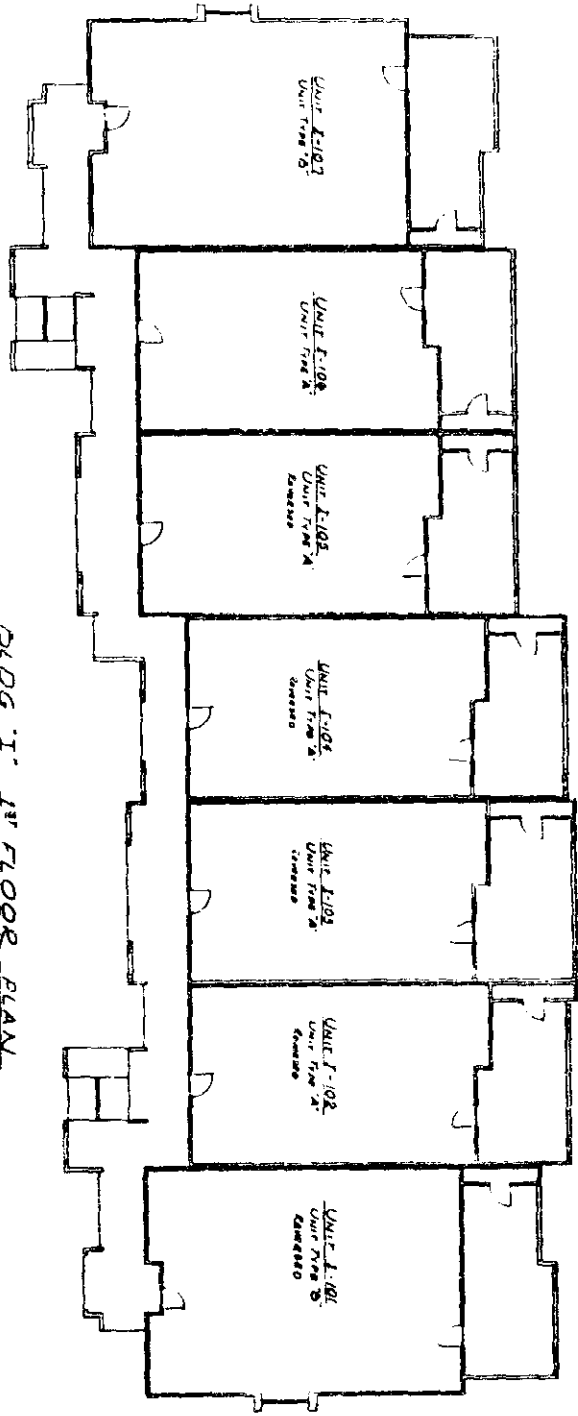


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OFFICIAL RECORDS



BLDG. I. 2ND FLOOR PLAN  
SCALE 1/8" = 1'-0"



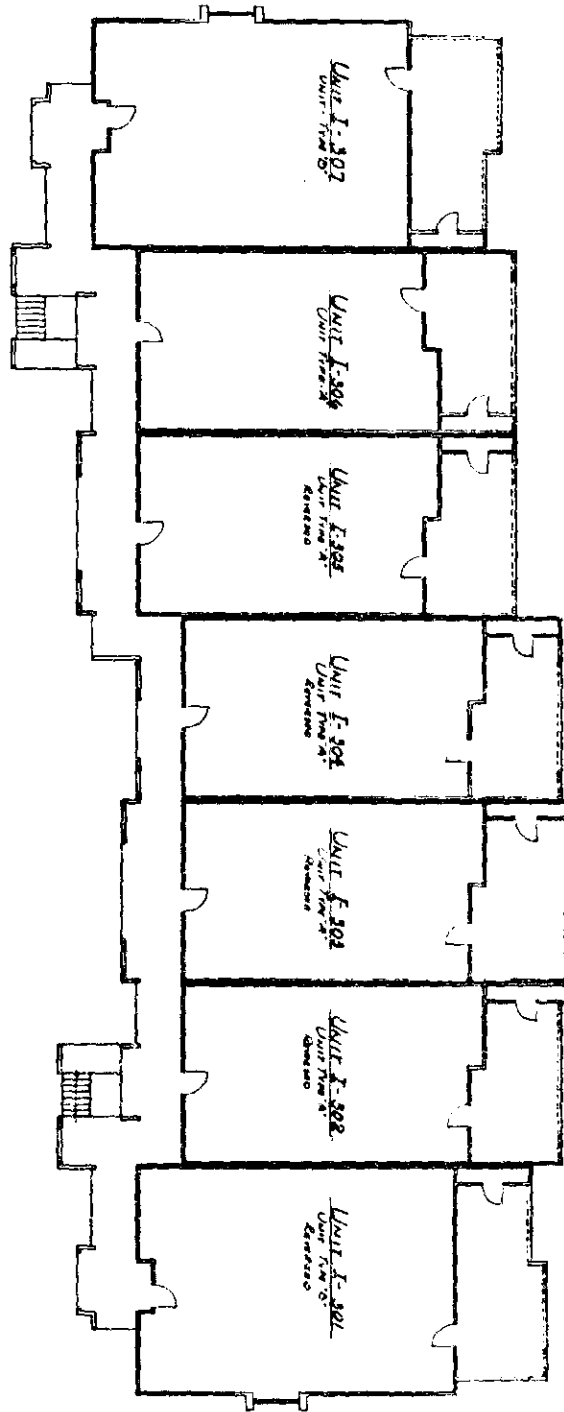
BLDG. I. 1ST FLOOR PLAN  
SCALE 1/8" = 1'-0"

DATE	NOV 19 1964
BY	...
FOR	...
REVISIONS	...
1	...
2	...

FOR NOVA

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OFFICIAL RECORDS



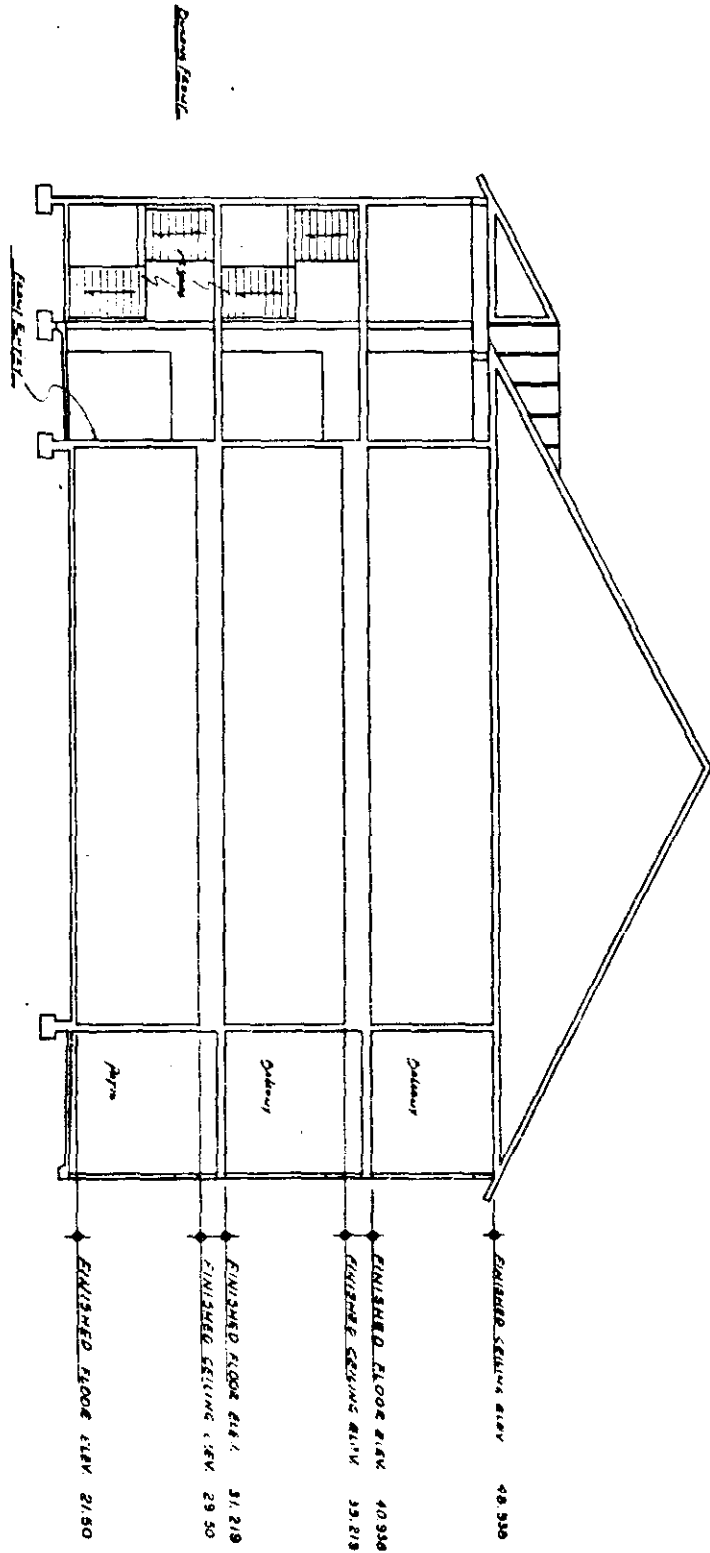
BLOK 'I' 3RD FLOOR PLAN

SOIL DATA  
No. 3 and 4  
Location: 1st & 2nd St. W. 1/4  
Date: 10/1/78  
Scale: 1" = 10'  
S. M. S. & Associates, Inc.  
1000 1st St. W.  
St. Paul, MN 55102

10/1/78

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OFFICIAL RECORDS



TYPICAL SECTION BUILDING "I"  
THREE STORY BUILDING

City of Philadelphia  
Department of Planning & Development  
Division of Building Inspection  
Date: 11/11/11

NO.	DATE	DESCRIPTION	BY
1	11/11/11	ISSUED FOR PERMIT	PAUL M. HARRIS, P.E.
2	11/11/11	REVISIONS	PAUL M. HARRIS, P.E.
3	11/11/11	REVISIONS	PAUL M. HARRIS, P.E.
4	11/11/11	REVISIONS	PAUL M. HARRIS, P.E.
5	11/11/11	REVISIONS	PAUL M. HARRIS, P.E.
6	11/11/11	REVISIONS	PAUL M. HARRIS, P.E.
7	11/11/11	REVISIONS	PAUL M. HARRIS, P.E.
8	11/11/11	REVISIONS	PAUL M. HARRIS, P.E.
9	11/11/11	REVISIONS	PAUL M. HARRIS, P.E.
10	11/11/11	REVISIONS	PAUL M. HARRIS, P.E.



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OFFICIAL RECORDS  
ARTICLES OF INCORPORATION  
OF

THE ORIGINAL SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC.

The undersigned does hereby associate itself for the purpose of forming a corporation not for profit as allowed by Chapter 718 and Chapter 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, the undersigned certifies as follows:

1. NAME:

The name of the corporation shall be THE ORIGINAL SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal office located at 222 North Third Street, Palatka, Florida 32077.

2. PURPOSE:

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes 1979, or as thereafter amended, hereinafter called "The Condominium Act", for the operation of THE ORIGINAL SPORTSMAN'S LODGE, A CONDOMINIUM, hereinafter referred to as "Condominium", to be created pursuant to the provisions of the Condominium Act.

3. POWERS:

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation or The Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in The Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium as originally recorded or as it may be amended from time to time.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the Association.

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## OFFICIAL RECORDS

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and by By-Laws of the Association.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the unit owners as allowed by the Declaration of Condominium.

3.6 The Association shall have no power to declare dividends and no part of its net earnings shall inure to the benefit of any member or director of the Association or to any other private individual. The Association shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.7 The Association shall have no capital stock.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all the record owners of units within the condominium as shown on the condominium plat thereof. Members may be individuals, partnerships, corporations, trusts or any other legally recognized entity. Each member shall designate a representative and an address which shall be furnished to the Association for purposes of Association mailings of all kinds, including notices and assessments.

4.2 Membership shall be acquired by recording in the Public Records of Putnam County, a deed or other instrument establishing record title to a unit in the Condominium, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated, provided, however, any party who owns more than one (1) unit shall remain a member of the Association as long as he shall retain title to or a fee ownership interest in any unit.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit.

4.4 On all matters upon which the membership of the Association shall be entitled to vote, each member shall be entitled to one (1) vote for each unit owned by the member. If any unit owner owns more than one (1) unit, said owner shall be entitled to the total number of votes which equal the total number of units owned. The votes for each unit shall not be divisible. Said votes may be exercised or cast in such manner as may be provided for in the Declaration of Condominium or the By-Laws of the Association.

4.5 Developer shall be a member of the Association and shall be allowed the votes for each unit owned by the Developer. Developer shall cease to be a member of the Association upon relinquishing title to all of the units owned by said Developer.

5. EXISTENCE

The Association shall have perpetual existence.

6. SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are:

Dan M. David	222 North Third Street Palatka, Florida 32077
Robert W. Browning	222 North Third Street Palatka, Florida 32077
Charles S. Motes	222 North Third Street Palatka, Florida 32077

7. OFFICERS

The affairs of the Association shall be administered by a President, A Vice President and a Secretary/Treasurer and such other officers as to the Board of Directors may from time to time designate. Any person may hold two (2) offices, excepting that the same person shall not hold the office President and Secretary/Treasurer. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Dan M. David President	222 North Third Street Palatka, Florida 32077
Robert W. Browning Vice President	222 North Third Street Palatka, Florida 32077
Charles S. Motes Secretary/Treasurer	222 North Third Street Palatka, Florida 32077

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## OFFICIAL RECORDS

9. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association. All officers of a corporate unit owner, all partners of a general partnership unit owner and the general partners of a limited partnership unit owner shall be deemed to be members of the Association so as to qualify to be a director. Provided, however, that the first Board of Directors shall consist of three (3) directors who need not be members of the Association and thereafter the membership of the Board of Directors shall consist of not less than three (3) directors, provided, however, that the Board of Directors shall consist of an odd number of members.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws of the Association.

8.3 The first election of directors shall be held when unit owners other than Sportsman "L", a Florida Partnership, heretofore and hereafter called "Developer", own 75% or more of the units in the condominium. The directors named in these Articles shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. The successor directors need not be members of the Association.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Dan M. David President	222 North Third Street Palatka, Florida 32077
Robert W. Browning Vice President	222 North Third Street Palatka, Florida 32077
Charles S. Motes Secretary/Treasurer	222 North Third Street Palatka, Florida 32077



9. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceedings or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association at the time such expenses are incurred, except when a director or officer is adjudged guilty of willful misfeasance, malfeasance or nonfeasance, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such officer or director may be entitled.

10. BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the following manner:

- (a) approval of two-thirds (2/3) of the votes of the entire membership of the Association; or
- (b) approval of all of the directors, as long as the original directors named in the Articles of Incorporation remain in office

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

11.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than one-third (1/3) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, the Board shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for

OFFICIAL RECORDS

the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval or disapproval in writing provided such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as provided herein, such approval must be by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Article 3.3, without approval in writing by all members and the joinder of all record owners of mortgages on units. No amendment shall be made that is in conflict with The Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of Developer so long as it shall own any units in the Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes and a copy certified by the Secretary of State shall be recorded in the Public Records of Putnam County, Florida.

12. RESIDENT AGENT

The corporation hereby appoints Robert W. Browning, 222 North Third Street, Palatka, Florida 32077, as its Resident Agent to accept service of process within this State.

IN WITNESS THEREOF, the Subscribers have affixed their signature this 21 day of October, 1988.

Signed, sealed and delivered in the presence of:

Debra K. Jaggard  
SUDAN B. VARNES  
Debra K. Jaggard  
SUDAN B. VARNES  
Debra K. Jaggard  
SUDAN B. VARNES

Dan M. David  
DAN M. DAVID  
Robert W. Browning  
ROBERT W. BROWNING  
Charles S. Motes  
CHARLES S. MOTES

1988 OCT 21 11 31 AM  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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OFFICIAL RECORDS

STATE OF FLORIDA  
COUNTY OF PUTNAM

BEFORE ME, the undersigned authority, personally appeared DAN M. DAVID, ROBERT W. BROWNING, and CHARLES S. MOTES, who, after being duly sworn, acknowledge that they executed the foregoing Articles of Incorporation for the purposes therein expressed in such Articles on this 21 day of October, 1988.

SUSAN B. VARNES  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Mar. 14, 1990  
Bonded by United States Fidelity & Guaranty Co

Susan B. Varnes  
NOTARY PUBLIC

My Commission Expires:

ACCEPTANCE OF RESIDENT AGENT

Having been named to accept service of process for the above named corporation, at the place designated in these Articles of Incorporation, I hereby accept to act in this capacity and agree to comply with the provisions of the laws of the State of Florida relative to keeping open said office.

Robert W. Browning  
ROBERT W. BROWNING  
Resident Agent

FILED  
1988 OCT 27 PM 3:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

BY-LAWS

OFFICIAL RECORDS

OF

THE ORIGINAL SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE ORIGINAL SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 222 North Third Street, Palatka, Florida 32077, but meetings of Members and Directors may be held at such places within the State of Florida, County of Putnam or such other place as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

All terms herein shall have the same meanings as attributed to them in the chapter 718, Florida Statutes and the Declaration of Condominium recorded at OR Book 548, Page 1273- of the Public Records of Putnam County, Florida. 1286

ARTICLE III

MEMBERSHIP

Section 1. QUALIFICATIONS AND MANNER OF ADMISSION. The qualifications for and manner admission to the Association shall be as specified in the Declaration and Articles.

Section 2. MEMBERSHIPS NOT TRANSFERABLE. No membership may be sold, assigned, or transferred, voluntarily or by devise or operation of law.

Section 3. TERMINATION OF MEMBERSHIP. Every membership shall cease when the Member sells, assigns, transfers, or otherwise disposes of his Condominium parcel.

Section 4. ROSTER OF UNIT OWNERS AND MORTGAGEES.

a. Owners of Units. The Association shall maintain a roster of names and mailing addresses of Unit Owners. The roster shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each Unit Owner shall furnish to the Association a certified copy of the record evidence of his title,

Exh. E

which evidence shall entitle the Unit Owner to be included in the roster.

b. Mortgages. The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a Unit in the Condominium of which notice is given to the Association. This notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

Section 5. RESTRICTION OF RIGHTS. A Member does not have any authority to act or speak for the Association by reason of being a Member.

Section 6. ANNUAL MAINTENANCE ASSESSMENT. Every Member shall be required to pay an assessment, the amount of which shall be determined by the Board of Directors and may be changed by the Board of Directors or by the Members in accordance with these bylaws. Assessments for new Members shall be prorated from the date membership is acquired. The Members may be required to pay other assessments as provided for in the Declaration of Condominium.

#### ARTICLE IV

##### MEETING OF MEMBERS

Section 1. ANNUAL MEETING. There shall be an annual meeting of the Members of the corporation at such place and time as may be designated, on the third Monday in July of each year, if not a legal holiday under the laws of the State of Florida, and if a legal holiday, then on the next succeeding business day, for the transaction of such business as may come before the meeting.

Section 2. SPECIAL MEETINGS. Special meetings of the Members shall be held whenever called by the Board of Directors or by a written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the membership. Provided, however, that special meetings of the members for purposes of adopting a budget shall be controlled by the provisions of Article IX, section 2 of these bylaws.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting, stating the time, place, and in general terms the purpose or purposes therefor, shall be sent by mail to the last known

address of all Members at least fourteen (14) <sup>OFFICIAL RECORDS</sup> days prior to the meeting and shall be posted in a conspicuous place on the Condominium property at least fourteen (14) days prior to the meeting. A Unit Owner may waive in writing the right to receive notice by mail. An officer of the Association shall provide an affidavit, to be included in the official records of the Association affirming that notice of the meeting was mailed in accordance with this provision.

Section 4. PROXY. Every Member may cast his vote, either in person or by proxy, for each Unit owned in fee simple by that particular Member in accordance with the provision for voting rights as set out in the Declaration and Articles. Any proxy granted is revocable and will automatically cease should the Member granting said proxy convey his Unit. All proxies shall be in writing and signed by the Member and shall be filed with the Secretary.

Section 5. QUORUM. At any meeting of the Members a quorum shall consist of presence in person or by proxy of Members holding one-third (1/3) of the votes, for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

Section 6. PROVISIO. Until a majority of the Directors of the Association are elected by the Members other than the Developer, the proceedings of all meetings of Members shall have no effect unless approved by the Board of Directors.

## ARTICLE V

### OFFICERS

Section 1. EXECUTIVE OFFICERS. The executive officers of the Association shall be the President, a Vice President, and a Secretary-Treasurer. The executive officers shall be elected annually by the Board of Directors. They shall take office immediately after the election.

Section 2. THE PRESIDENT. Subject to the direction of the Board of Directors, the President shall be the chief executive officer of the Association, and shall perform such other duties as from time to time may be assigned to him by the Board.

Section 3. THE VICE PRESIDENT. The Vice President shall have such power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that office shall be performed by the Vice President.

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Section 4. THE SECRETARY-TREASURER. The Secretary-Treasurer shall keep the minutes of all proceedings of the Board of Directors and of all committees and the minutes of the Members' meetings in books provided for that purpose; he shall have custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

The Secretary-Treasurer shall also have the custody of all the receipts, disbursements, funds and the securities of the Association and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of this duties in such sum as the Board may require. Provided, however, that should the Association become responsible for the operation and maintenance of more than 50 units then all persons who control or disburse funds of the Association shall be bonded in the principal sum of \$10,000.00 for each such person.

Section 5. SUBORDINATE OFFICER. The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

Section 6. TERM. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve by sale of property, death, nonpayment of assessments or other cause.

Section 7. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary-Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy

shall serve for the remainder of the term of the officer he replaces.

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ARTICLE VI

COMMITTEES

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The Association shall appoint a Nominating Committee, as provided in these By-Laws, and such other committees as deemed appropriate in carrying out its purposes.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. NUMBER OF MEMBERS. The business and affairs of the Association shall be managed by a Board of Directors which shall consist of three (3) members. The Board of Directors need not be Members of the Association.

Section 2. ANNUAL AND REGULAR MEETINGS. The annual meeting of the Board of Directors shall be held in each year immediately after the annual meeting of the Members, and regular meetings of the Board shall be held at such times thereafter during the year as the Board of Directors may fix. Meetings of the Board shall be open to all Unit Owners. Adequate notice of all meetings shall be posted conspicuously on the Condominium property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against Unit Owners or the adoption of a budget are to be considered for any reason shall specifically contain a statement that assessments or the adoption of a budget will be considered and the nature of any assessments.

Section 3. SPECIAL MEETINGS. Special Meetings of the Board of Directors may be called by the President or by a majority of the members of the Board for any time and place, provided reasonable notice of such meeting shall be given to each member of the Board and to the Unit Owners as required in Section 2 before the time appointed for such meetings.

Section 4. QUORUM. The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors shall constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 5. CHAIRMAN. At all meetings of the Board of Directors, the President, or, in his absence, the Vice President,



## OFFICIAL RECORDS

or in the absence of both, a Chairman chosen by the Directors present, shall preside.

Section 6. TERMS OF MEMBERS OF THE BOARD. The first Board of Directors named in the Articles shall serve until the first annual meeting of the Members. At the first annual meeting of Members and at each annual meeting thereafter, the members of the Board of Directors shall be elected by the Members of the Association for an annual term. Provided, however, that the Developer shall be entitled to elect the Board of Directors subject to the provisions of section 718.301, Florida Statutes.

Section 7. RECALL OF BOARD MEMBERS. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Members of the Association. A special meeting of the Members to recall a member of the Board of Directors may be called by ten percent (10%) of the Members giving notice of the meeting and stating the purpose of the meeting. Recall shall become effective in accordance with the provisions of the Condominium Act. Provided, however, that until a majority of the Board is elected by the Members other than the Developer, neither the first Directors nor any Directors replacing them nor any Directors named by the Developer shall be subject to removal by Members other than Developer. The first Directors and Directors replacing them may be removed by the Developer.

Section 8. ANNUAL REPORT. The Board of Directors, after the close of the fiscal year, shall submit to the Members a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

Section 9. VACANCIES IN BOARD. Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power to select a person to serve the unexpired term of the vacancy.

Section 10. COMPENSATION. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 11. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

## ARTICLE VIII

## NOMINATION

Section 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers.

Section 2. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Articles. The persons receiving the larger number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE IX

## MAINTENANCE CHARGES

Section 1. ASSESSMENTS. After adoption of a budget, a determination of the annual assessment per Unit shall be made by equally apportioning the total sum of said budget among the Units.

(a) The assessment shall be collected in quarterly installments. All assessment bills shall be due and payable thirty (30) days from the date of mailing of same. The Board of Directors may allow more frequent installment payments of assessments.

(b) All assessments charged by the Association shall be rounded off to the nearest dollar.

Section 3. ADOPTION OF BUDGET. The annual budget for common expenses for the Association shall be prepared by the Secretary-Treasurer and adopted by the Board. Said budget shall

## OFFICIAL RECORDS

be detailed and it shall show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, unless otherwise waived by the vote of a majority of the Members present at a duly called meeting of the Association, the budget must include items for reserve accounts for capital expenditures and deferred maintenance in accordance with the provisions of the Condominium Act. A copy of the proposed annual budget of common expenses shall be mailed to each Member at least thirty (30) days prior to the meeting at which the budget shall be considered together with a notice of such meeting.

In the event the adopted budget requires assessments against Members in any accounting year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, the Board, upon written application of at least ten percent (10%) of the Members shall call a special meeting of the membership within thirty (30) days, upon not less than ten (10) days written notice to each Member. The purpose of the special meeting shall be to consider and enact a budget. The Board may propose a revised budget to the Members at such membership meeting, or in writing prior to said meeting.

At such special meeting or any adjournment thereof, the Members shall consider and enact a budget. The adoption of the annual budget by the membership shall require the vote in person or by proxy, of a majority of all Members.

In the event the membership is unable to adopt a budget at the special meeting or adjournment thereof, within five (5) days, the Board shall hold a special meeting and adopt an annual budget which may be identical to the budget initially adopted and which does not require assessments against Members in the accounting year exceeding the assessment under the budget initially adopted.

In determining whether assessments exceed one hundred fifteen percent (115%) of assessments for prior years, there shall be excluded from the computation any provision for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property.

If an annual budget has not been adopted for the accounting year at the start of said year, an assessment in the amount of the last prior annual assessment shall continue in force until changed by an amended assessment.

Section 4. SPECIAL ASSESSMENTS. Special Assessments may be levied and collected as necessary for the performance of the Association's duties and obligations which shall be assessed and collected in the manner provided for regular assessments.

Section 5. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE MEMBER; THE LIEN, REMEDIES OF ASSOCIATION. If the assessment is not paid on or before the due date specified by the Board, then such assessment shall become delinquent and shall become a charge and lien on the Unit against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representative, tenants, and assigns.

If the assessment is not paid within fifteen (15) days after the due date it shall become enforceable and collectible in the manner provided in the Declaration. No Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

Section 6. ANNUAL STATEMENTS. The President, Secretary-Treasurer, or such other officer as may have custody of the funds of the Association shall annually within ninety days after the close of the fiscal year of the Association, prepare a financial report in accordance with the provisions of the Condominium Act. Such officer shall furnish to each Member of the Association a copy of such statement. Such copy may be furnished to the Member either in person or by mail.

Section 7. CERTIFICATE AND LIENS. Upon request, the Association shall furnish to any Owner liable for an assessment a certificate showing the unpaid assessments against any Unit.

#### ARTICLE X

##### LOSS OF PROPERTY

The Board of Directors shall not be liable or responsible for the destruction of, loss of, or damage to the property of any Member or the guest of any Member, or visitor, or other person.

#### ARTICLE XI

##### NOTICE

Section 1. NOTICE. Whenever according to these By-Laws, the Articles, or the Declaration, a notice shall be required to be given to any Member, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in a postpaid, sealed wrapper, addressed to such Member at his address as the same appears on the books of the Association, and the time when such notice is mailed shall be deemed the time of giving of such notice.

Section 2. WAIVER OF NOTICE. Any notice required to be given by these By-Laws may be waived by the person entitled thereto.

BK0548 PGI339

ARTICLE XII  
OFFICIAL RECORDS  
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII  
BINDING ARBITRATION

Internal disputes among the Developer, Unit Owners, Association, and their agents and assigns arising from the operation of the Condominium shall be resolved in accordance with the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes, Department of Business Regulation, for voluntary binding arbitration.

ARTICLE XIV  
CORPORATE SEAL

The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, the year of incorporation, and the words, "not for profit."

ARTICLE XV  
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

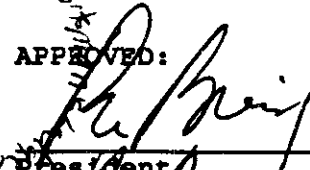
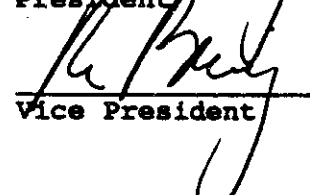
3112 EV-2

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, these By-Laws have been adopted this 28 day of July, 1989.

  
Charles S. Motes, Secretary

BK0548 Pg1340  
OFFICIAL RECORDS

*Original*  
*Spokane*  
*Washington*  
APPROVED:  
  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Vice President



128417

FILED AND RECEIVED IN PUBLIC  
RECORDS OF DUVAL COUNTY, FL  
1989 AUG -4 PM 2:19

*Edel*



2112

1300  
2.00

3

BK0574 PGO997

SUPPLEMENTAL DECLARATION OFFICIAL RECORDS

Sportsman's "L", a Florida general partnership, hereby supplements that certain Declaration of Covenants, Conditions, Restrictions, and Easements recorded on August 4, 1989 at Official Record Book 548, page 1273, Public Records of Putnam County, Florida, as amended March 22, 1990, and recorded at Official Record Book 560, page 370, Public Records of Putnam County, Florida, pursuant to the provisions of Article II, Section 2 of said Declaration, to add the following described real property to "The Properties" described in Article II of said Declaration, to be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth therein:

Please see Exhibit "A" attached hereto and made a part hereof.

This Supplemental Declaration shall take effect on the date of its recordation in the Public Records of Putnam County, Florida.

EXECUTED as of this 14 day of December, 1990.

WITNESSES:

SPORTSMAN'S "L", a Florida General Partnership

Susan B. Varner  
Debra K. Jozzelen

By [Signature]  
As President of The Original Sportsman's Lodge, Inc.  
General Partner



Prepared by: Sandra P. Stockwell, Esq.  
Broad & Cassel  
820-F E. Park Avenue  
Tallahassee, FL 32301

BK0574 P60998

WITNESSES:

OFFICIAL RECORDS

Susan B. Varnes

Debra K. Jozzolari

By R. W. Browning  
AS President of Browning &  
Associates, Inc.,  
General Partner

STATE OF FLORIDA

COUNTY OF Putnam

The foregoing instrument was acknowledge before me, this 14 day of December, 1990, by R. W. Browning, as President of The Original Sportsman's Lodge, Inc., and President of Browning & Associates, Inc., all of the general partners of Sportsman's "L", a Florida General Partnership, on behalf of the partnership.

Susan B. Varnes

Notary Public  
State of Florida at Large  
My Commission expires:

SUSAN B. VARNES  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Mar. 14, 1994  
Bonded by United States Fidelity & Guaranty Co.





BK 0574 PG 999

OFFICIAL RECORDS

THE ORIGINAL SPORTSMAN'S LODGE II, A CONDOMINIUM

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY II, BUILDING II, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, RUN SOUTH 85 DEGREES 50 MINUTES WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 311.75 FEET, THENCE SOUTH 4 DEGREES 10 MINUTES EAST A DISTANCE OF 181.50 FEET TO THE NORTHEAST CORNER OF PRIVATE PROPERTY II, AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 60 DEGREES 32 MINUTES 50 SECONDS WEST A DISTANCE OF 199.83 FEET, THENCE (2) RUN SOUTH 29 DEGREES 27 MINUTES 10 SECONDS WEST A DISTANCE OF 83.50 FEET, THENCE (3) RUN SOUTH 60 DEGREES 32 MINUTES 50 SECONDS EAST A DISTANCE OF 199.83 FEET, THENCE (4) RUN NORTH 29 DEGREES 27 MINUTES 10 SECONDS EAST A DISTANCE OF 83.50 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.383 ACRE MORE OR LESS.



FILED AND RECORDED IN PUBLIC  
RECORDS OF PUTNAM COUNTY, FL.

1990 DEC 19 PM 2:47

*Ed L. L.*  
CLERK

156414

EXHIBIT "A"

53.00  
7.00

EX 0560 PGO 370

OFFICIAL RECORDS

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS**

MADE this 22<sup>nd</sup> day of March, 1990, by Sportsman's "L", a Florida  
General Partnership, the Developer, for itself, its successors, grantees and assigns,

WHEREIN the Developer amends that Declaration of Covenants, Conditions,  
Restrictions, and Easements, recorded at Official Record Book 548, page 1273, Public  
Records of Putnam County, Florida, in the following particulars:

1. Exhibit "A" attached hereto is substituted for Exhibit "A" as attached to the original Declaration;
2. Exhibit "B" attached hereto is substituted for Exhibit "B" as attached to the original Declaration;
3. Exhibit "C" attached hereto is substituted for Exhibit "C" as attached to the original Declaration.

As amended by this Amendment, I hereby ratify, confirm, and republish that Declaration of Covenants, Conditions, Restrictions, and Easements as recorded at Official Record Book 548, page 1273, Public Records of Putnam County, Florida, and declare that that Declaration and this Amendment together constitute the Declaration of Covenants, Conditions, Restrictions, and Easements.

FILED AND RECORDED IN PUBLIC  
RECORDS OF PUTNAM COUNTY, FL.

141252

1990 MAR 22 PM 3:14

*E. L. ...*  
Notary Public

Return to: Browning Properties  
222 N. 3rd Street  
Palatka, FL 32177

This instrument prepared by:  
Broad & Cassel/Sandra Stockwell, Esquire  
P. O. Drawer 11300  
Tallahassee, FL 32302

OFFICIAL RECORDS

IN WITNESS WHEREOF, the Developer has executed this Amendment to Declaration of Condominium the day and year first above written.

WITNESSES:

SPORTSMAN'S "L", a Florida General Partnership

Dobrya K. Jozzolini  
[Signature]

By: [Signature]  
As President of The Original Sportsman's Lodge, Inc.  
General Partner

Dobrya K. Jozzolini  
[Signature]

By: [Signature]  
As President of Browning & Associates, Inc.  
General Partner

STATE OF FLORIDA  
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me, this 22<sup>nd</sup> day of March, 1990, by R.W. Browning as President of The Original Sportsman's Lodge, Inc., and as President of Browning & Associates, Inc., as all of the General Partners of Sportsman's "L", a Florida General Partnerships, on behalf of the Partnership.

Pamela H. Browning  
Notary Public  
My Commission Expires: [Date]  
Notary Public, State of Florida at Large  
My Commission Expires Feb. 25, 1991

EX 0560 P60372

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN MAP BOOK 1, PAGE 51, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 59, WHICH IS THE POINT-OF-BEGINNING OF THIS DESCRIPTION, THENCE (1) RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 650 FEET, THENCE (2) RUN SOUTH 46° 30' WEST ALONG THE WESTERLY BOUNDARY OF BLOCK 59 A DISTANCE OF 121.66 FEET TO A P.R.M., THENCE SOUTH 46° 30' WEST ALONG THE WESTERLY BOUNDARY OF BLOCK 59 A DISTANCE OF 29 FEET MORE OR LESS TO THE WATERS OF THE ST. JOHNS RIVER, THENCE RETURN TO THE POINT-OF-BEGINNING, THENCE (3) RUN SOUTH 44° 04' 20" EAST ALONG THE EASTERLY SIDE OF BLOCK 59 A DISTANCE OF 260.00 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF BLOCK 59, THENCE (4) RUN SOUTH 85° 50' WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 59, THENCE (5) RUN SOUTH 04° 04' 20" EAST PARALLEL TO THE EASTERLY LINE OF BLOCK 59 A DISTANCE OF 150 FEET, THENCE (6) RUN SOUTH 85° 50' WEST PARALLEL TO MILL STREET A DISTANCE OF 256 FEET MORE OR LESS TO THE WATERS OF THE ST. JOHNS RIVER, THENCE (7) RUN NORTHWESTERLY ALONG THE WATERS OF THE ST. JOHNS RIVER A DISTANCE OF 443 FEET MORE OR LESS TO THE WESTERLY END OF CALL (2) ABOVE AND TO CLOSE; PLUS

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS BUILDING I ORIGINAL SPORTSMAN'S LODGE, A CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 526.27 FEET, THENCE SOUTH 4° 10' EAST A DISTANCE OF 148.02 FEET TO THE NORTHEAST CORNER OF BUILDING I PROPERTY AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 59° 07' 55" WEST A DISTANCE OF 192.50 FEET, THENCE (2) RUN SOUTH 49° 19' 43" WEST A DISTANCE OF 16.86 FEET, THENCE (3) RUN SOUTH 30° 52' 05" WEST A DISTANCE OF 66.50 FEET, THENCE (4) RUN SOUTH 59° 07' 55" EAST A DISTANCE OF 197.83 FEET, THENCE NORTH 30° 52' 05" EAST A DISTANCE OF 82.50' TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.374 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

LESS:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY II, BUILDING II, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 311.75 FEET, THENCE SOUTH 4° 10' EAST A DISTANCE OF 181.50 FEET TO THE NORTHEAST CORNER OF PRIVATE PROPERTY II, AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 60° 32' 50" WEST A DISTANCE OF 199.83 FEET, THENCE (2) RUN SOUTH 29° 27' 10" WEST A DISTANCE OF 83.50 FEET, THENCE (3) RUN SOUTH 60° 32' 50" EAST A DISTANCE OF 199.83 FEET, THENCE (4) RUN NORTH 29° 27' 10" EAST A DISTANCE OF 83.50 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.383 ACRE MORE OR LESS.

EXHIBIT A - AMENDMENT TO DEC. OF COVENANTS, CONDITIONS, REST. & EAS.

3112 W-2

EX0560 PG0373

OFFICIAL RECORDS

LESS:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ALSO KNOWN AS PRIVATE PROPERTY III, BUILDING III, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, RUN SOUTH 4° 04' 20" EAST ALONG THE EASTERLY LINE OF SAID BLOCK 59 A DISTANCE OF 260.00 FEET TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 2 OF BLOCK 59, THENCE RUN SOUTH 85° 50' WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 200.00 FEET TO A P.R.M., THENCE RUN SOUTH 4° 04' 20" EAST PARALLEL TO THE EASTERLY LINE OF BLOCK 59 A DISTANCE OF 150.00 FEET TO A P.R.M., THENCE RUN SOUTH 85° 50' WEST PARALLEL TO MILL STREET A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF PRIVATE PROPERTY III, AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 4° 10' WEST A DISTANCE OF 151.83 FEET, THENCE (2) RUN SOUTH 85° 50' WEST A DISTANCE OF 77.50 FEET, THENCE (3) RUN SOUTH 4° 10' EAST A DISTANCE OF 151.83 FEET, THENCE (4) RUN NORTH 85° 50' EAST A DISTANCE OF 77.50 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.270 ACRE MORE OR LESS.

LESS:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY IV, BUILDING IV, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, THENCE RUN SOUTH 4° 04' 20" EAST ALONG THE EASTERLY LINE OF SAID BLOCK 59 A DISTANCE OF 101.00 FEET, THENCE SOUTH 85° 55' 40" WEST A DISTANCE OF 125.50 FEET TO THE NORTHEAST CORNER OF PRIVATE PROPERTY IV AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN SOUTH 85° 55' 40" WEST A DISTANCE OF 77.50', THENCE (2) RUN SOUTH 4° 04' 20" EAST A DISTANCE OF 150.33 FEET, THENCE (3) RUN NORTH 85° 55' 40" EAST A DISTANCE OF 77.50 FEET, THENCE (4) RUN NORTH 4° 04' 20" WEST A DISTANCE OF 150.33 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.267 ACRE MORE OR LESS.

*STRUCTURES AND IMPROVEMENTS SHOWN ON THIS SURVEY & PLOT PLAN ARE PROPOSED & NOT YET COMPLETE*

**CLERK'S APPROVAL:**

EDWARD L. BROOKS, CLERK OF THE CIRCUIT COURT OF PUTNAM COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS FOREGOING PLAT OF THE ORIGINAL SPORTSMAN'S LODGE RECREATIONAL AREA WAS EXAMINED BY ME AND THAT IT CONFORMS TO THE PROVISIONS OF CHAPTER 472 OF THE FLORIDA STATUTES, AND WAS FILED IN MY OFFICE FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 1989, AND WAS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 1989 IN MAP BOOK \_\_\_\_\_ PAGES \_\_\_\_\_.

EDWARD L. BROOKS  
CLERK OF CIRCUIT COURT

3112 113

EK0560 PG0374

OFFICIAL RECORDS

DESCRIPTION: THE ORIGINAL SPORTSMAN'S LODGE, DECLARATION  
CONDOMINIUM, EXHIBIT A

*Corrected  
3/9/90  
Description*

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY,  
FLORIDA, KNOWN AS BUILDING I ORIGINAL SPORTSMAN'S LODGE, A  
CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH  
85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE  
OF 526.27 FEET, THENCE SOUTH 4° 10' EAST A DISTANCE OF 148.02  
FEET TO THE NORTHEAST CORNER OF BUILDING I PROPERTY AND THE  
POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH  
59° 07' 55" WEST A DISTANCE OF 192.50 FEET, THENCE (2) RUN  
SOUTH 49° 19' 43" WEST A DISTANCE OF 16.86 FEET, THENCE (3)  
RUN SOUTH 30° 52' 05" WEST A DISTANCE OF 66.50 FEET, THENCE  
(4) RUN SOUTH 59° 07' 55" EAST A DISTANCE OF 197.83 FEET,  
THENCE NORTH 30° 52' 05" EAST A DISTANCE OF 82.50' TO THE  
POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.374 ACRE MORE  
OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND  
LICENSES TO RIPARIAN RIGHTS, IF ANY.

EXHIBIT B - AMENDMENT TO DEC. OF  
COVENANTS, CONDITIONS, REST. & EAS

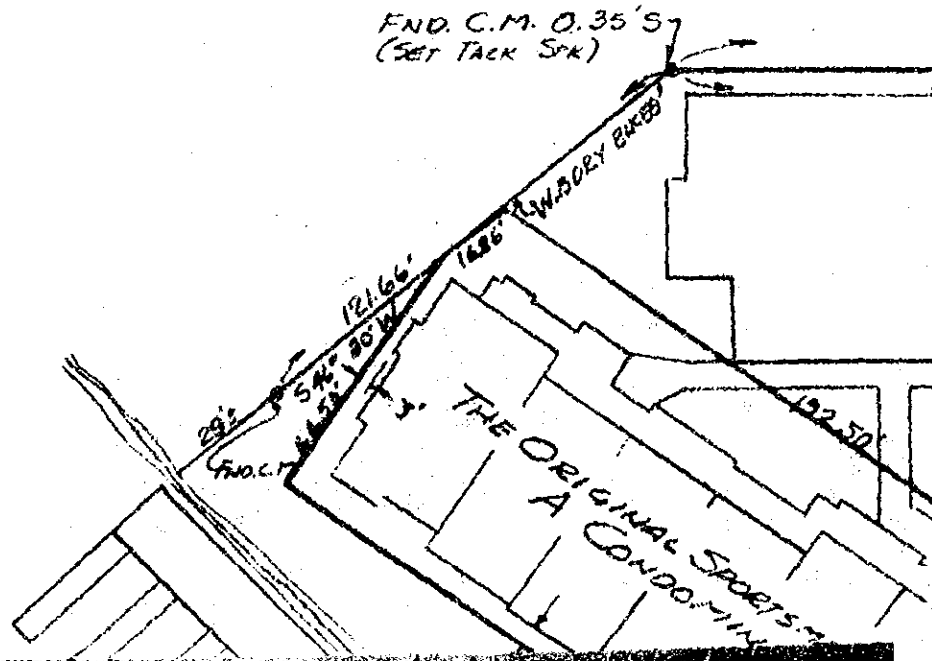
BK0560 PGO375

OFFICIAL RECORDS

THE ORIGINAL



END. C.M. 0.35'S  
(SET TACK SPR)



# ORIGINAL SPORTS RECREATION

BK 0560 PG 0376  
OFFICIAL RECORDS

BROAD ST. (60' R/W)

650.00'

585° 50'

501.00'

FND. C.M.

49.00'

THE ORIGINAL SPORTSMAN

4"

83'-6"

P.O.B. I



EX0560 PG0377

OFFICIAL RECORDS

(N. LINE BLK 59)

NE. COR. BLK 59  
P.O.B.

P.O.B.

FND. C.M. 0.29' W  
FND STR. ON COR.

MAN'S LODGE RECREATION AREA

77'-6" P.O.B. II

(DEED)  
MEAS) 26000'

ST. (40' R/W)

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN MAP BOOK 1, PAGE 51, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 59, WHICH IS THE POINT-OF-BEGINNING OF THIS DESCRIPTION, THENCE (1) RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 650 FEET, THENCE (2) RUN SOUTH 46° 30' WEST ALONG THE WESTERLY BOUNDARY OF BLOCK 59 A DISTANCE OF 121.66 FEET TO A P.R.M., THENCE SOUTH 46° 30' WEST ALONG THE WESTERLY BOUNDARY OF BLOCK 59 A DISTANCE OF 29 FEET MORE OR LESS TO THE WATERS OF THE ST. JOHNS RIVER, THENCE RETURN TO THE POINT-OF-BEGINNING, THENCE (3) RUN SOUTH 4° 04' 20" EAST ALONG THE EASTERLY SIDE OF BLOCK 59 A DISTANCE OF 260.00 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF BLOCK 59, THENCE (4) RUN SOUTH 85° 50' WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 59, THENCE (5) RUN SOUTH 04° 04' 20" EAST PARALLEL TO THE EASTERLY LINE OF BLOCK 59 A DISTANCE OF 150 FEET, THENCE (6) RUN SOUTH 85° 50' WEST PARALLEL TO MILL STREET A DISTANCE OF 256 FEET MORE OR LESS TO THE WATERS OF THE ST. JOHNS RIVER, THENCE (7) RUN NORTHWESTERLY ALONG THE WATERS OF THE ST. JOHNS RIVER A DISTANCE OF 443 FEET MORE OR LESS TO THE WESTERLY END OF CALL (2) ABOVE AND TO CLOSE; PLUS

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS BUILDING I ORIGINAL SPORTSMAN'S LODGE, A CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH 85° 58' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 526.27 FEET, THENCE SOUTH 4° 10' EAST A DISTANCE OF 148.02 FEET TO THE NORTHEAST CORNER OF BUILDING I PROPERTY AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 59° 07' 55" WEST A DISTANCE OF 192.50 FEET, THENCE (2) RUN SOUTH 49° 19' 43" WEST A DISTANCE OF 16.86 FEET, THENCE (3) RUN SOUTH 30° 52' 05" WEST A DISTANCE OF 66.58 FEET, THENCE (4) RUN SOUTH 59° 07' 55" EAST A DISTANCE OF 197.83 FEET, THENCE NORTH 30° 52' 05" EAST A DISTANCE OF 82.50' TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.374 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

LESS:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY II, BUILDING II, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, RUN SOUTH 85° 58' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 311.75 FEET, THENCE SOUTH 4° 10' EAST A DISTANCE OF 181.50 FEET TO THE NORTHEAST CORNER OF PRIVATE PROPERTY II, AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 68° 32' 58" WEST A DISTANCE OF 199.83 FEET, THENCE (2) RUN SOUTH 29° 27' 18" WEST A DISTANCE OF 83.58 FEET, THENCE (3) RUN SOUTH 68° 32' 58" EAST A DISTANCE OF 199.83 FEET, THENCE (4) RUN NORTH 29° 27' 18" EAST A DISTANCE OF 83.58 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.383 ACRE MORE OR LESS.

LESS:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ALSO KNOWN AS PRIVATE PROPERTY III, BUILDING III, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, RUN SOUTH 4° 04' 20" EAST ALONG THE EASTERLY LINE OF SAID BLOCK 59 A DISTANCE OF 260.00

OFFICIAL RECORDS

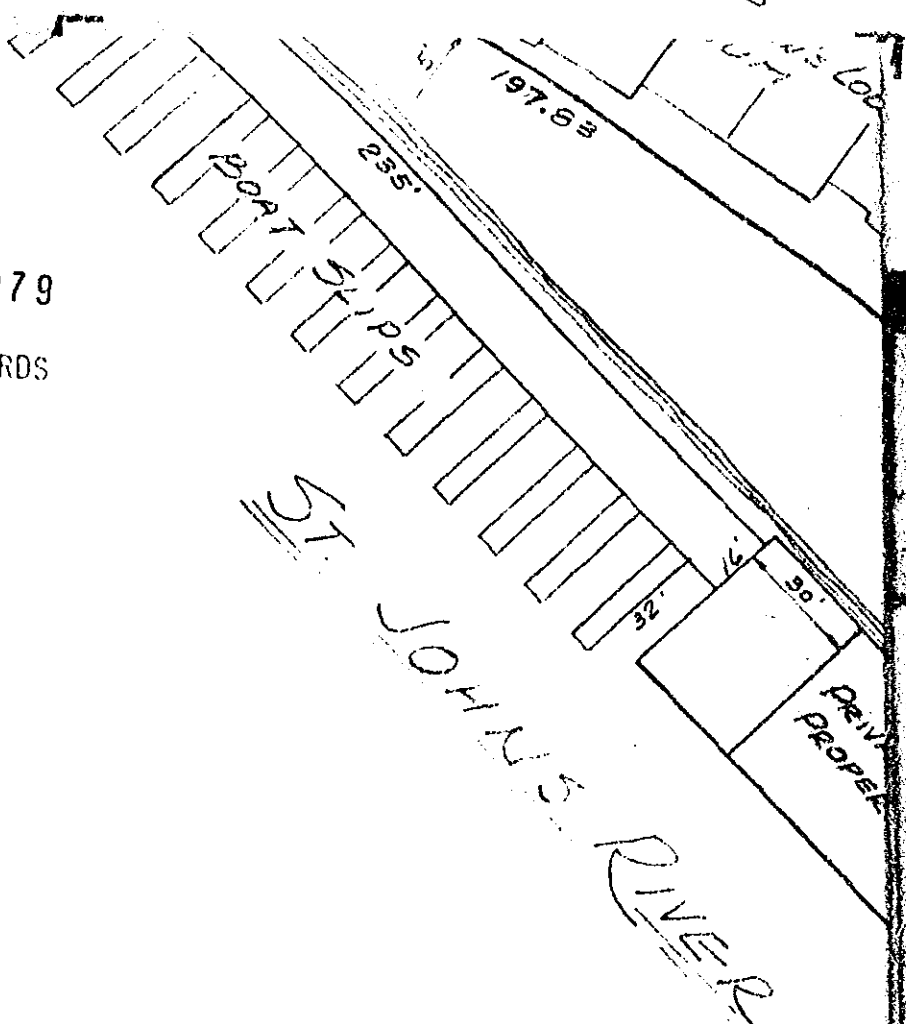
EX-0560 P30378



3112

BK0560 PG0379

OFFICIAL RECORDS



**DEDICATION:**

THE UNDERSIGNED, BEING A GENERAL PARTNER OF SPORTSMANS L., A FLORIDA GENERAL PARTNERSHIP, THE OWNERS OF THE LANDS DESCRIBED IN THE CAPTION TO THIS PLAT DOES HERBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED.

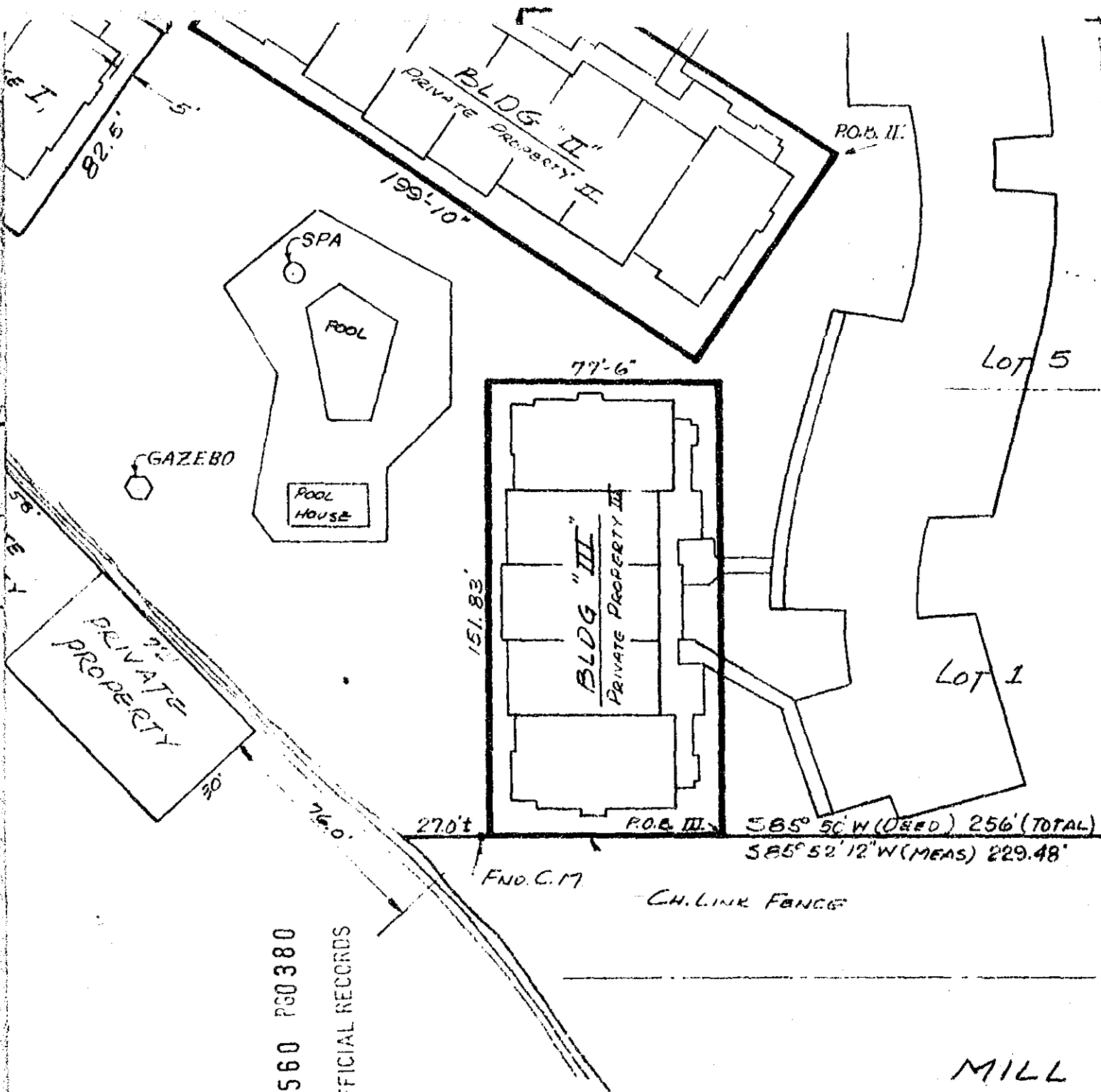
WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

ACKNOWLEDGEMENT  
STATE OF FLORIDA  
COUNTY OF PUTNAM

ON THIS DAY HERBY  
TO ME WELL KNOWN  
DEDICATION AS A  
A FLORIDA GENERAL  
ACKNOWLEDGED BEFORE  
FOR THE PURPOSES  
WITNESS MY HAND  
OF \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

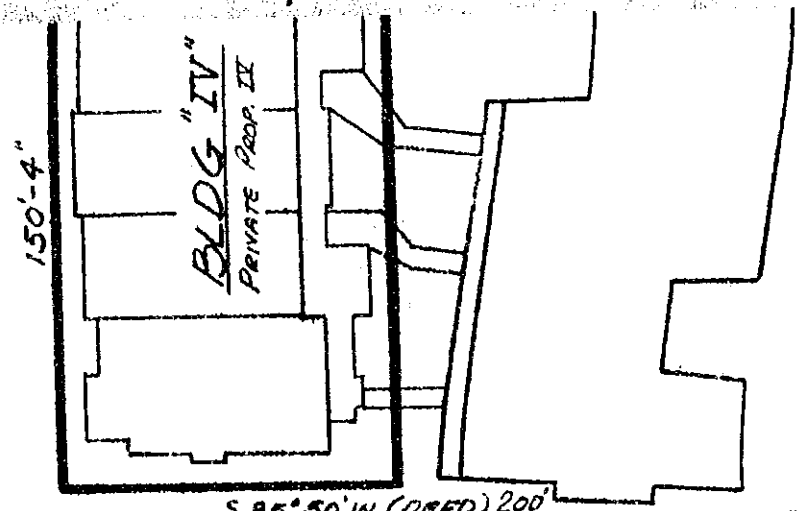


HE PERSONALLY APPEARED  
 TO BE THE PERSON DESCRIBED IN THE FOREGOING  
 GENERAL PARTNER OF SPORTSMANS L.,  
 PARTNERSHIP, OWNERS, AND WHO HAVE  
 RE HE THAT THEY HAVE EXECUTED THE SAME  
 EXPRESSED.  
 NO OFFICIAL SEAL THIS \_\_\_\_\_ DAY  
 ). 1989.

TOWN COUNCIL'S APPROVAL  
 THIS CERTIFIES THAT THE  
 COUNCIL OF WELAKA, FLA  
 RECORD ON THE \_\_\_\_\_

ATTEST: \_\_\_\_\_  
 TOWN CLERK

TRES NOTARY PUBLIC STATE OF FLORIDA



S 04° 04' 20" E  
 S 04° 01' 43" E  
 SPRIN

FND. C.M. (USED AS COR.)  
 S.E. COR. Lot 2  
 FND. I.P. (L.S. No. )  
 0.81'

FND. C.M. (USED AS CORNER)  
 S.E. COR. Lot 5

LOT 1

OFFICIAL RECORDS  
 BK 0560 PG 0381

S 03° 58' 58" E (MEAS) 150.07'  
 S 04° 04' 20" E (DEED) 150.0'

FND. C.M. (DISTURBED)

ST. (60' R/W)

THIS PLAT WAS PRESENTED TO THE TOWN  
 OF ORLANDO AND APPROVED BY THEM FOR THE  
 DAY OF \_\_\_\_\_ A.D. 1988.

BY: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**  
 I, THE UNDERSIGNED, HEREBY  
 CERTIFY THAT THIS MAP IS  
 A TRUE AND CORRECT COPY OF THE  
 ORIGINAL SURVEY AND THAT THE  
 TECHNICAL STANDARDS OF THE  
 SURVEYING BOARD OF FLORIDA  
 HAVE BEEN FULLY COMPLIED WITH.  
 WILKINS S. GIBSON, SURVEYOR  
 F.S. 1988, 00000000

REV. 1/15/82 REVISED PROPERTY RECORDS

FEET TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 2 OF BLOCK 59, THENCE RUN SOUTH 85° 50' WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 200.00 FEET TO A P.R.M., THENCE RUN SOUTH 4° 04' 20" EAST PARALLEL TO THE EASTERLY LINE OF BLOCK 59 A DISTANCE OF 150.00 FEET TO A P.R.M., THENCE RUN SOUTH 85° 50' WEST PARALLEL TO MILL STREET A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF PRIVATE PROPERTY III, AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 4° 10' WEST A DISTANCE OF 151.83 FEET, THENCE (2) RUN SOUTH 85° 50' WEST A DISTANCE OF 77.50 FEET, THENCE (3) RUN SOUTH 4° 10' EAST A DISTANCE OF 151.83 FEET, THENCE (4) RUN NORTH 85° 50' EAST A DISTANCE OF 77.50 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.270 ACRE MORE OR LESS.

LESS:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY IV, BUILDING IV, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, THENCE RUN SOUTH 4° 04' 20" EAST ALONG THE EASTERLY LINE OF SAID BLOCK 59 A DISTANCE OF 101.00 FEET, THENCE SOUTH 85° 55' 40" WEST A DISTANCE OF 125.50 FEET TO THE NORTHEAST CORNER OF PRIVATE PROPERTY IV AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN SOUTH 85° 55' 40" WEST A DISTANCE OF 77.50', THENCE (2) RUN SOUTH 4° 04' 20" EAST A DISTANCE OF 150.33 FEET, THENCE (3) RUN NORTH 85° 55' 40" EAST A DISTANCE OF 77.50 FEET, THENCE (4) RUN NORTH 4° 04' 20" WEST A DISTANCE OF 150.33 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.267 ACRE MORE OR LESS.

*STRUCTURES AND IMPROVEMENTS SHOWN ON THIS SURVEY & PLOT PLAN ARE PROPOSED & NOT YET COMPLETE*

**CLERK'S APPROVAL:**  
 EDWARD L. BROOKS, CLERK OF THE CIRCUIT COURT OF PUTNAM COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS FOREGOING PLAT OF THE ORIGINAL SPORTSMAN'S LODGE RECREATIONAL AREA WAS EXAMINED BY ME AND THAT IT CONFORMS TO THE PROVISIONS OF CHAPTER 472 OF THE FLORIDA STATUTES, AND WAS FILED IN MY OFFICE FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 1989, AND WAS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 1989 IN MAP BOOK \_\_\_\_\_ PAGES \_\_\_\_\_.



EDWARD L. BROOKS  
 CLERK OF CIRCUIT COURT

OFFICIAL RECORDS

10560 P03382

EXHIBIT C

AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS

ED LAND SURVEYOR, DO HEREBY CORRECT REPRESENTATION OF A VISION, AND MEETS THE MINIMUM FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS 472.027 FLORIDA STATUTES.

*[Signature]*  
 SURVEYOR #1033

<b>SURVEY &amp; PLOT PLAN</b>	
<b>THE ORIGINAL SPORTSMAN'S LODGE RECREATION AREA</b>	
<b>FOR BROWNING PROPERTIES INC.</b>	
<b>WELAKA, PUTNAM COUNTY, FLORIDA</b>	
SCALE: 1" = 40'	<b>Buck &amp; Associates, pa.</b> PROFESSIONAL ENGINEERS & LAND SURVEYORS 608 G.W. Avenue, Panama, FL 32077
DATE: 5-22-89	
BY: [Signature]	
APPROVED BY: [Signature]	
DESIGNED BY: [Signature]	-5-

3112 EV-2

61.00  
8.00

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS BK 0548 PGI 273

OFFICIAL RECORDS

THIS DECLARATION is made this 27<sup>th</sup> day of July, 1989, by Sportsman's "L", a Florida General Partnership, which declares hereby that "The Properties" described in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to The Sportsman's Lodge Recreation Area Association, Inc., a Florida corporation not for profit, which is to be incorporated.
- (b) "Recreation Area" shall mean and refer to that certain real property hereinbelow described and so designated and such additions thereto as may hereafter be brought within the jurisdiction of the Association; together with the landscaping and any improvements thereon, including, without limitation, all structures, docks, open space, markers, signs, sprinkler systems and street lights and drainage or retention systems, if any, but excluding any public utility installations thereon.
- (c) "Developer" shall mean and refer to Sportsman's "L", a Florida general partnership, its designees, successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed to be the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
- (d) "Unit" shall mean and refer to any Unit in a condominium now or hereafter comprising portions of The Properties.
- (e) "Member" shall mean and refer to all those Owners of Units or property who are Members of the Association as provided in Article III hereof.
- (f) "Owner" or "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit in a condominium now or hereafter situated upon The Properties.
- (g) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.
- (h) "Bylaws" shall mean and refer to the Bylaws of The Sportsman's Lodge Recreation Area Association, Inc., as amended from time to time.
- (i) "Articles" shall mean and refer to the Articles of Incorporation of The Sportsman's Lodge Recreation Area Association, Inc., as amended from time to time.



## OFFICIAL RECORDS

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO

Section 1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Putnam County, Florida, and is more particularly described as follows:

See attached Exhibit "A" (hereinafter the Recreation Area) and attached Exhibit "B"

all of which real property, and all additions thereto, is herein referred to collectively as "The Properties", as depicted on Exhibit "C". To the extent all or any portion thereof is not owned by the Developer or is mortgaged, the respective Owners and mortgagees thereof shall have joined in this Declaration for the purpose of subjecting that portion of The Properties owned by each of them to this Declaration.

Section 2. Supplements. Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners or the Association, or any mortgagee, except in the case of such other land not then owned by the Developer or mortgaged, in which case the owner or mortgagee thereof shall join in the applicable supplemental declaration) and thereby add to The Properties. To the extent that additional real property shall be made a part of The Properties, reference herein to The Properties should be deemed to be a reference to all of such additional property. By acceptance of delivery of title to any Unit in a condominium on The Properties, any Owner hereby expressly consents and agrees to the provisions of this Section 2.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Developer for so long as it maintains its Class B Membership and every person or legal entity who is a record Owner of a fee or undivided fee interest in any Unit shall be a Member of the Association. Notwithstanding anything else to the contrary set forth above, any such person or legal entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

Membership in the Association shall be appurtenant to the Unit and shall be terminated automatically when title to the Unit supporting said membership vests in another person or legal entity; provided, however, any party who owns more than one (1) Unit shall remain a Member of the Association so long as he shall retain title to any Unit.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Members, with the exception of Developer. Class A Members shall be entitled to one (1) vote for each Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Unit, all such persons shall be Members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit.

Class B. The Class B Member shall be the Developer. The Class B member shall be entitled to three (3) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate on the happening of either of the following events, whichever occurs earlier:



OFFICIAL RECORDS

(a) whenever, in Developer's sole discretion, it determines to cease its Class B membership, whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association, or

(b) pursuant to the provisions of section 718.301, Florida Statutes, if such provisions shall apply before the Developer ceases its Class B membership in accordance with paragraph (a) of this section.

Section 3. General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

#### ARTICLE IV PROPERTY RIGHTS IN THE RECREATION AREA: OTHER EASEMENTS

Section 1. Members Easements. Each Member, and each tenant, agent and invitee of such Member, shall have a nonexclusive permanent and perpetual easement over and upon the Recreation Area for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association, and a nonexclusive permanent and perpetual easement for ingress and egress over such streets, walks, and other rights of way serving the Units.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Unit for the purpose of maintaining the Recreation Area and facilities in compliance with the provisions of this declaration and with the restrictions herein.

(b) The right of the Association to adopt at any time and from time to time and to enforce rules and regulations governing the use of the Recreation Area and all facilities at any time situated thereon. Any rule or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(c) The right of Developer to permit such persons as Developer shall designate to use the Recreation Area.

(d) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate portions of the Recreation Area to a public agency under such terms as the Association deems appropriate and to create or contract with special taxing districts or local government entities for lighting, roads, recreational or other services, security, or communications and other similar purposes deemed appropriate by the Developer (to which such creation or contract all Owners hereby consent).

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with and not be severable from the title to each Unit.

Section 3. Maintenance. The Association shall at all times maintain in good repair and manage, operate, insure, and replace as often as necessary, the Recreation Area and the paving, drainage structures, docks, parking area, lighting, sewer lines (dry or otherwise), water lines, landscaping, entrance markers and signs, improvements and other structures (except public utilities) situated on, under or over the Recreation Area, if any, and all appurtenances thereto, all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Developer's responsibility to any local government entity of any kind with

respect to the Recreation Area and shall indemnify and hold the Developer harmless with respect thereto.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for assessments by non-use of the Recreation Area or abandonment of the right to use the Recreation Area or abandonment of his Unit.

Section 4. Utility Easements. Use of the Recreation Area for utilities, as well as use of the other utility easements of public record at the time of recordation of this Declaration shall be in accordance with the applicable provisions of this Declaration.

Section 5. Developer Easements. The Developer shall have a perpetual easement over, upon and under The Properties for the installation and maintenance of community and cable television and security and other communication lines, electrical or power lines, equipment and materials, water and sewer lines, and other similar underground television, radio and security cables and other utility lines for service to the Units, other portions of The Properties, and contiguous properties owned by Developer.

Developer shall have the right from time to time to enter upon the Recreation Area and other portions of The Properties for the purpose of construction, reconstruction, repair, replacement and/or alteration of any improvements or facilities on the Recreation Area or elsewhere on The Properties that Developer elects to effect, or for ingress and egress to contiguous properties owned by Developer, and to use the Recreation Area and other portions of The Properties for sales displays and signs or for any other purpose during the period of construction and sale of any portion of The Properties or contiguous properties owned by Developer. Without limiting the generality of the foregoing, the Developer shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Developer and its successors, assigns, employees and contractors, for this purpose.

Section 6. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Recreation Area. Moreover, local government entities shall have the right to elect to maintain the water lines, sewer lines or such other utilities or services which are located on The Properties provided the Association or the Unit owners have not properly maintained same and provided that the local government entity shall have no obligation to perform such maintenance.

Section 7. Ownership. The Recreation Area is hereby dedicated non-exclusively to the joint and several use, in common, of the Developer and the Owners of all Units in any condominiums that may from time to time constitute part of The Properties and the Developer's and such Owners' tenants, guests and invitees. The Recreation Area (or appropriate portions thereof) shall, upon the Developer's cessation of Class B membership (or at any time and from time to time sooner at the sole election of the Developer), be conveyed to the Association for the use and benefit of the Members, subject to any mortgages or liens of record on the Recreation Area at the time of such conveyance, and the Association shall accept such conveyance. Beginning from the date these covenants are recorded, the Association shall be responsible for the maintenance of such Recreation Area (whether or not then conveyed or to be conveyed to the Association), such maintenance to be performed in a continuous and satisfactory manner. It is intended that all real estate taxes assessed against that portion of the Recreation Area owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the applicable Units within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Recreation Area, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation.

Section 8. Other Easements. Easements are reserved over all portions of The Properties in favor of each other portion of The Properties in order to permit drainage and run-off from one portion (and its improvements) to another.

#### ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer (and each party joining in this Declaration or in any supplemental declaration), for all Units now or hereafter situated within The Properties, hereby covenants and agrees, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance, management, operation and insurance of the Recreation Area as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established and collected from time to time as provided in the Bylaws. The assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Unit and shall be a lien upon the Unit against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of the Unit at the time when the assessment fell due and all subsequent Owners until paid.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for administration, maintenance and improvement of the Recreation Area, for reserves (if any), and to promote the recreation, health, safety, and welfare of the Members of the Association, their guests and tenants, and such other obligations all as provided for herein, including but not limited to the payment of taxes and insurance, repair, replacement and additions, and the cost of labor, equipment, materials, management, and supervision, and services and facilities devoted to the purpose and related to the use and enjoyment of the Recreation Area.

Section 3. Specific Damage. Owners (on their behalf and on behalf of their tenants and guests) causing damage to any portion of the Recreation Area as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association for such damage together with interest from date of demand at the highest lawful rate, and all costs, whether or not taxable, and actual attorney fees associated with the collection of such damages.

Section 4. Special Assessments. Unless limited by the Bylaws, the Association is authorized to levy and collect special assessments as necessary for the performance of its duties and obligations which shall be assessed and collected in the manner provided for regular assessments.

Section 5. Date of Commencement of Annual Assessments.

The assessment shall be billed quarterly and payable quarterly. All assessment bills shall be due and payable thirty (30) days from the date of mailing of same. The Board of Directors may allow more frequent installment payments of assessments.

Subject to other provisions hereof, the Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) are not paid on the date(s) when due as determined by the Board of Directors of the Association, then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection as hereinafter provided, become a lien on the Unit which shall bind

such Unit in the hands of the then Owner, its successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, a late charge not greater than \$50.00 may be imposed at the option of the Association, (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), or the next 12 months' of installments may be accelerated and become immediately due and payable in full on the date the claim of lien is filed and all such sums shall bear interest from the dates when due until paid at the then highest lawful rate and the Association may bring an action at law against the Owners(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Unit on which the assessments are unpaid or may foreclose the lien against the Unit on which the assessments are unpaid, or may pursue one or more of such remedies at the same time or successively. Actual attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most recent delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Unit whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Unit shall be levied by the Association for such purpose.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association. Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

**Section 7. Subordination of the Lien.** The lien of the assessments provided for in this Article shall be subordinate to tax liens and to the lien of any mortgage (recorded prior to recordation by the Association of a claim of lien, which mortgage encumbers a Unit) to any lender and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Unit by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Units subject to assessment by the Association, including the Units as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

**Section 8. Attachment of Rents.** If the Unit the lien on which is being foreclosed is subject to a lease or rental agreement, the Association has the right to attach the rents due to the Owner as of the date the foreclosure complaint is filed and shall be entitled to the appointment of a receiver to collect such rents.

**Section 9. Trust Funds.** The portion of all regular assessments collected by the Association for reserves (if any) for future expenses shall be held by the Association for the benefit of all Members and may be invested in interest bearing accounts or in certificates

of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

Section 10. User Fees. The Association is authorized to establish rules and fee schedules for the use of the Recreation Area by the general public.

## ARTICLE VI ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Unit Owner shall be responsible for all costs of enforcement including reasonable attorneys' fees incurred and court costs.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, the Association may levy a fine of up to \$50.00 against the Unit Owner or, if applicable, his licensees or invitees, for violation of the terms of the Declaration, Articles, Bylaws, and Rules and Regulations, as any of these documents may be amended from time to time, and after reasonable notice and opportunity to be heard, according to a written procedure to be adopted by the Association in its bylaws or rules in accordance with the provisions of Rule 7D-23.005(1), Florida Administrative Code.

(a) These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Member shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Member.

(b) Each day a violation continues shall be considered a separate violation.

## ARTICLE VII GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions, restrictions and easements of this Declaration shall run with and bind The Properties, and shall inure to benefit of and be enforceable by the Developer, the Association, and the Owner of any Unit subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of 75% of all the Units subject hereto has been recorded, agreeing to revoke said covenants and restrictions. Provided, however, that no such agreement to revoke shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Waiver. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. Developer reserves the right to amend, modify or rescind such parts of this Declaration as it, in its sole discretion, deems necessary and appropriate so long as Developer is the Class B Member of the Association, and such amendment or modification does not substantially change the character, nature or general scheme of the development of The Properties.

After Developer ceases to be a Class B Member of the Association, the Board and the Members of the Association may modify or amend this Declaration if notice of the proposed change is given in the notice of the meetings at which such action will be considered. An amendment may be proposed either by the Board or by not less than ten percent (10%) of the Members. Unless otherwise provided, the resolution adopting a proposed amendment must bear the approval of not less than two-thirds (2/3) of the Board and two-thirds (2/3) of the Members, or not less than 70% of the Members who cast their vote. Alternatively, unless otherwise provided, the Declaration may be modified or amended without meeting, without prior notice and without a vote, if a consent in writing, setting forth the modification or amendment shall be signed by fifty percent (50%) of all Members of the Association. This Section 5 may not be amended.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Putnam County Public Records.

Section 7. Conflict. This Declaration shall take precedence over conflicting provisions in any Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 8. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or the Association, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or the Association shall be deemed so completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 9. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Unit Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation shall be deemed to exist with respect to such easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the Units. Without limiting the generality of Section 4

hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

Section 11. Association Powers. In addition to other powers and duties set forth herein, the Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for the provision of management services to the Association and to provide management services to any condominium associations for condominiums comprising a part of The Properties. The Association shall have all other powers provided in this Declaration, in its Articles of Incorporation and By-Laws.

The Association shall insure and keep insured the Recreation Area against casualty and itself against public liability in the manner set forth in the Bylaws. The Association may purchase such other insurance as the Board may deem advisable.

Section 12. Association Dissolution. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Recreation Area as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall any local government unit be obligated to accept any dedication offered to it by the Association or the Owners pursuant to this Section, but such entity may accept such a dedication and any such acceptance must be made by formal resolution of the local governmental entity.

EXECUTED as of the date first above written.

WITNESSES:

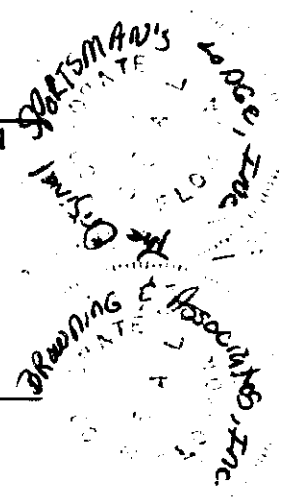
Suzan B. Varnes  
[Signature]

SPORTSMAN'S "L", a Florida  
General Partnership

By: [Signature]  
As President of The Original  
Sportsman's Lodge, Inc.,  
General Partner

Suzan B. Varnes  
[Signature]

By: [Signature]  
As President of Browning &  
Associates, Inc.,  
General Partner



STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF            )

The foregoing instrument was acknowledge before me, this 7th day of July 1989, by R.W. Browning, as President of The Original Sportsman's Lodge, Inc., and President of Browning & Associates, Inc., all of the general partners of Sportsman's "L", a Florida General Partnership, on behalf of the partnership.

Judith A. Bowen  
Notary Public  
State of Florida at Large  
My Commission expires:

Joinder of Mortgage

OFFICIAL RECORDS

Guardian Savings and Loan Association, a Florida Savings and Loan, hereby consents to and joins in the submission of The Properties as defined in Article I and as described in Article II of this Declaration of Condominium of The Original Sportsman's Lodge I, a Condominium, set forth herein.

Witnesses:

Paul G. Reynolds, Jr.

Ann Stearns  
Pamela K. Brooks

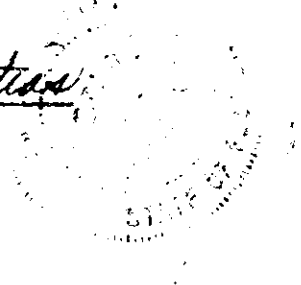
By: Paul G. Reynolds, Jr.  
Its Senior Vice President

STATE OF FLORIDA )  
COUNTY OF Broward ) SS:

The foregoing instrument was acknowledged before me, this 31 day of July, 1989, by Paul G. Reynolds, Jr., as Senior Vice President of Guardian Savings, a Florida Savings & Loan, on behalf of the institution. & Loan Association.

Janice K. Watson  
Notary Public  
State of Florida at Large  
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 11, 1992  
BONDED THRU GENERAL INS. UND.







A TRACT OF LAND PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN MAP BOOK 1, PAGE 51, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 59, WHICH IS THE POINT-OF-BEGINNING OF THIS DESCRIPTION, THENCE (1) RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 650 FEET, THENCE (2) RUN SOUTH 46° 30' WEST ALONG THE WESTERLY BOUNDARY OF BLOCK 59 A DISTANCE OF 121.66 FEET TO A P.R.M., THENCE SOUTH 46° 30' WEST ALONG THE WESTERLY BOUNDARY OF BLOCK 59 A DISTANCE OF 29 FEET MORE OR LESS TO THE WATERS OF THE ST. JOHNS RIVER, THENCE RETURN TO THE POINT-OF-BEGINNING, THENCE (3) RUN SOUTH 4° 04' 20" EAST ALONG THE EASTERLY SIDE OF BLOCK 59 A DISTANCE OF 260.00 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF BLOCK 59, THENCE (4) RUN SOUTH 85° 50' WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 59, THENCE (5) RUN SOUTH 04° 04' 20" EAST PARALLEL TO THE EASTERLY LINE OF BLOCK 59 A DISTANCE OF 150 FEET, THENCE (6) RUN SOUTH 85° 50' WEST PARALLEL TO MILL STREET A DISTANCE OF 256 FEET MORE OR LESS TO THE WATERS OF THE ST. JOHNS RIVER, THENCE (7) RUN NORTHWESTERLY ALONG THE WATERS OF THE ST. JOHNS RIVER A DISTANCE OF 443 FEET MORE OR LESS TO THE WESTERLY END OF CALL (2) ABOVE AND TO CLOSE; LESS:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS BUILDING I ORIGINAL SPORTSMAN'S LODGE, A CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 532.00 FEET, THENCE SOUTH 4° 10' EAST A DISTANCE OF 144.00 FEET TO THE NORTHEAST CORNER OF BUILDING I PROPERTY AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 59° 07' 55" WEST A DISTANCE OF 192.50 FEET, THENCE (2) RUN SOUTH 49° 19' 43" WEST A DISTANCE OF 16.86 FEET, THENCE (3) RUN SOUTH 30° 52' 05" WEST A DISTANCE OF 66.50 FEET, THENCE (4) RUN SOUTH 59° 07' 55" EAST A DISTANCE OF 197.83 FEET, THENCE NORTH 30° 52' 05" EAST A DISTANCE OF 82.50' TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.375 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

LESS:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY II, BUILDING II, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 311.75 FEET, THENCE SOUTH 4° 10' EAST A DISTANCE OF 181.50 FEET TO THE NORTHEAST CORNER OF PRIVATE PROPERTY II, AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 60° 32' 50" WEST A DISTANCE OF 199.83 FEET, THENCE (2) RUN SOUTH 29° 27' 10" WEST A DISTANCE OF 83.50 FEET, THENCE (3) RUN SOUTH 60° 32' 50" EAST A DISTANCE OF 199.83 FEET, THENCE (4) RUN NORTH 29° 27' 10" EAST A DISTANCE OF 83.50 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.383 ACRE MORE OR LESS.

EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS & EASEMENTS

The Original Sportsman's Lodge  
Recreation Area

BK0548 PG1285

OFFICIAL RECORDS

LESS:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ALSO KNOWN AS PRIVATE PROPERTY III, BUILDING III, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, RUN SOUTH 4° 04' 20" EAST ALONG THE EASTERLY LINE OF SAID BLOCK 59 A DISTANCE OF 260.00 FEET TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 2 OF BLOCK 59, THENCE RUN SOUTH 85° 50' WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 200.00 FEET TO A P.R.M., THENCE RUN SOUTH 4° 04' 20" EAST PARALLEL TO THE EASTERLY LINE OF BLOCK 59 A DISTANCE OF 150.00 FEET TO A P.R.M., THENCE RUN SOUTH 85° 50' WEST PARALLEL TO MILL STREET A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF PRIVATE PROPERTY III, AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 4° 10' WEST A DISTANCE OF 151.83 FEET, THENCE (2) RUN SOUTH 85° 50' WEST A DISTANCE OF 77.50 FEET, THENCE (3) RUN SOUTH 4° 10' EAST A DISTANCE OF 151.83 FEET, THENCE (4) RUN NORTH 85° 50' EAST A DISTANCE OF 77.50 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.270 ACRE MORE OR LESS.

LESS:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY IV, BUILDING IV, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, THENCE RUN SOUTH 4° 04' 20" EAST ALONG THE EASTERLY LINE OF SAID BLOCK 59 A DISTANCE OF 101.00 FEET, THENCE SOUTH 85° 55' 40" WEST A DISTANCE OF 125.50 FEET TO THE NORTHEAST CORNER OF PRIVATE PROPERTY IV AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN SOUTH 85° 55' 40" WEST A DISTANCE OF 77.50', THENCE (2) RUN SOUTH 4° 04' 20" EAST A DISTANCE OF 150.33 FEET, THENCE (3) RUN NORTH 85° 55' 40" EAST A DISTANCE OF 77.50 FEET, THENCE (4) RUN NORTH 4° 04' 20" WEST A DISTANCE OF 150.33 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.267 ACRE MORE OR LESS.

OFFICIAL RECORDS

DESCRIPTION: PRIVATE PROPERTY I (BUILDING I)

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS BUILDING I ORIGINAL SPORTSMAN'S LODGE, A CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 532.00 FEET, THENCE SOUTH 4° 10' EAST A DISTANCE OF 144.00 FEET TO THE NORTHEAST CORNER OF BUILDING I PROPERTY AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 59° 07' 55" WEST A DISTANCE OF 192.50 FEET, THENCE (2) RUN SOUTH 49° 19' 43" WEST A DISTANCE OF 16.86 FEET, THENCE (3) RUN SOUTH 30° 52' 05" WEST A DISTANCE OF 66.50 FEET, THENCE (4) RUN SOUTH 59° 07' 55" EAST A DISTANCE OF 197.83 FEET, THENCE NORTH 30° 52' 05" EAST A DISTANCE OF 82.50' TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.375 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.



FILED AND RECORDED IN PUBLIC RECORDS OF PUTNAM COUNTY, FL.

1989 AUG -4 PM 2:16

128418

*Ed L. Hill*

FILED AND RECORDED IN PUBLIC RECORDS OF PUTNAM COUNTY, FL.

1989 AUG -4 PM 2:16

*Ed L. Hill*

EXHIBIT B

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS

The Original Sportsman's Lodge Recreation Area



Prepared by, Record & Return To:  
John L. Whiteman, Esquire  
170 Malaga Street, Suite A  
St. Augustine, FL 32085

\* OFFICIAL RECORDS \*  
BK 1163 PG 1884

**AMENDMENT TO DECLARATION OF  
CONDOMINIUM FOR SPORTSMAN'S LODGE,  
A CONDOMINIUM**

**THIS AMENDMENT TO DECLARATION** is made this 27 day of July, 2007, by ANASTASIA DEVELOPERS, LLC, a Florida limited liability company (The "Developer")

**RECITALS:**

A. Developer has established Sportsman's Lodge, a Condominium (the "Condominium") by recording a Declaration of Condominium on March 26, 2007, in Official Record Book 1142, page 1353 of the public records of Putnam County, Florida (the "Declaration").

B Developer wishes to amend the Declaration to provide for a Surveyor's Certificate to show that the planned improvements to the Condominium are now substantially completed in all respects, and to add the consent and joinder of the holder of a mortgage on the property.

C Developer is the owner of all of the Units comprising the Condominium except Unit 2-307 which is owned by James S. Atkins, who joins in the execution of this Amendment for the purpose of subjecting Unit 2-307 to the Declaration as amended hereby.

**DECLARATION:**

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. The Surveyor's Certificate certifying substantial completion of the planned improvements, including, but not limited to, all landscaping, utilities, access to units and all common elements and facilities servicing the condominium, attached hereto and by reference made a part hereof, shall become part of the Declaration.

2. The Consent and Joinder of CNL Bank, as Mortgagee, to the filing of the Declaration attached hereto and by reference made a part hereof, shall become part of the Declaration.

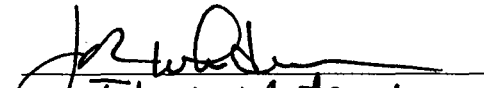
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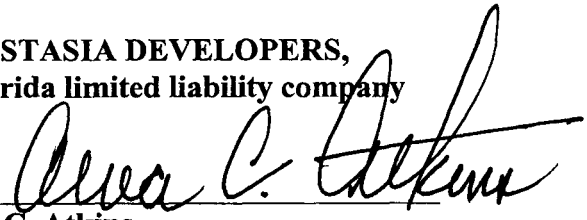
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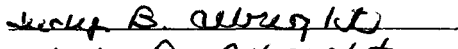
IN WITNESS WHEREOF, Developer has caused this Amendment to Declaration to be executed as of the day and year first written above.

Signed, sealed and delivered  
in our presence:

ANASTASIA DEVELOPERS,  
a Florida limited liability company

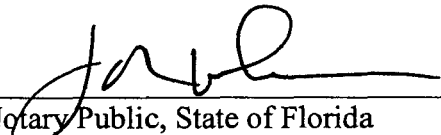
  
John L. Whiteman  
(Witness Name Printed)

By:   
Alva C. Atkins  
Managing Member


  
Judy B. Albright  
(Witness Name Printed)

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 21 day of July, 2007, by Alva C. Atkins, the Managing Member of Anastasia Developers, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced DL as identification.

  
Notary Public, State of Florida  
Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

 John L. Whiteman  
MY COMMISSION # DD297666 EXPIRES  
April 11, 2008  
BONDED THRU TROY FAIR INSURANCE, INC.

FILE #: 0000628984  
Page 2 of 6

JOINDER OF JAMES S. ATKINS

As the owner of Unit 2-307 of the afore-described Condominium, I do hereby consent to and join in the execution of this Amendment of Declaration for the express purpose of subjecting Unit 2-307 to the Declaration as amended hereby.

Kelly Atkins  
KELLY ATKINS  
(Witness Name Printed)

James S. Atkins  
James S. Atkins


Erin A. Meadows  
ERIN A. MEADOWS  
(Witness Name Printed)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2007,  
by James S. Atkins, who is personally known to me or who produced \_\_\_ as identification.

Notary Public, State of Florida  
Name: Richard Orlando Gregg

My Commission Expires: \_\_\_\_\_

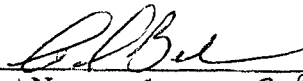
 Richard Orlando Gregg  
My Commission DD304029  
Expires March 26, 2008

FILE #: 0000628984  
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CERTIFICATE OF SURVEYOR  
Sportsman's Lodge, a Condominium  
Putnam County, Florida

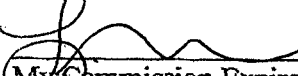
I, ALBERT D. BRADSHAW, of BRADSHAW-NEZES ASSOC., INC.,  
certify as follows:

1. That I am a land surveyor, duly authorized to practice in the State of Florida, having Certificate of Registration No. 5257.
2. That this Certificate is made as to Sportsman's Lodge, a condominium located in Putnam County, Florida, and in compliance with Florida Statutes Section 718.104(4)(e).
3. That the construction of the improvements described in the Declaration of Condominium for Sportsman's Lodge are substantially complete so that with the survey of land and plot plans attached hereto showing the condominium building and common elements, together with the provisions contained in the foregoing Declaration of Condominium, there can be determined therefrom the identification, location and dimensions of the common elements and limited common elements, and, relying upon the floor and unit plans attached hereto, the location and dimensions of each unit, and that the aforementioned materials are an accurate representation of the location and dimensions of the improvements.
4. All planned improvements including, but not limited to, landscaping, utility services and access to the unit, and common elements facilities serving the condominium building in which the units to be conveyed are located have been substantially completed.

  
Print Name: ALBERT D. BRADSHAW  
Land Surveyor  
Certificate of Registration No. 5257  
State of Florida

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Sworn to and subscribed before me,  
this 25 day of July, 2007.

  
My Commission Expires: 09/13/08  
Print Name: Loretta Nerbonne  
Notary Public, State of Florida



Loretta Nerbonne  
Commission # DD354757  
Expires: SEP. 13, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.



CONSENT AND JOINDER OF MORTGAGEE  
TO DECLARATION OF CONDOMINIUM

CNLBANK, a Florida banking corporation, the holder of a Mortgage and Security Agreement dated August 25, 2005, and recorded in Official Record Book 1055, page 629, et seq., of the Public Records of Putnam County, Florida, as modified by the instrument to which this is attached (collectively the "Declaration"), does hereby consent to the filing of the foregoing Declaration in accordance with Section 718.104 of the Condominium Act.

Signed, sealed and delivered in  
our presence as witnesses:

CNLBANK, a Florida  
banking corporation

Christina A. Williams  
Name Christina A. Williams

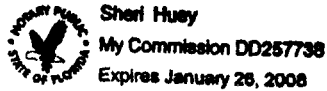
By: [Signature]  
Print Name: Lynn E. Verinilla  
Its: SENIOR VICE PRESIDENT

Sheri Huey  
Name Sheri Huey

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing Consent to Declaration of Condominium was acknowledged before me this 25<sup>th</sup> day of July, 2007, by Lynn Verinilla, as SVP of CNLBANK, a Florida banking corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

Sheri Huey  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_





DECLARATION of CONDOMINIUM  
for  
SPORTSMAN'S LODGE  
A CONDOMINIUM

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**DECLARATION of CONDOMINIUM**  
for  
**SPORTSMAN'S LODGE**  
**A CONDOMINIUM**

---

**THIS DECLARATION OF CONDOMINIUM** is made this 23 day of March 2007 by **Anastasia Developers, LLC.**, a Florida Limited Liability Company, the owner of fee simple title in and to the real property hereinafter described and developer of the improvements thereon, its successors and assigns, (the "Developer"), and with the intent and purpose of submitting said land and improvements to the condominium form of ownership Developer makes the following declaration:

**1. PURPOSE**

The purpose of this Declaration is to submit the lands described in this Declaration and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Chapter 718 Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands and improvements to the condominium form of ownership and use.

**2. NAME**

The name by which this condominium is to be identified is:

**Sportsman's Lodge, a Condominium.**

**3. LANDS**

The lands owned by the Developer and which by this Declaration are hereby submitted to the condominium form of ownership, are those certain 3 non-contiguous parcels of land located in Putnam County, Florida, and described in "Exhibit A" attached hereto and by reference made a part hereof, hereinafter referred to as the "Condominium Land". The Condominium Land shall be subject to conditions, restrictions, easements and reservations of record. A survey of the Condominium Land is attached as Exhibit "B".

**4. BINDING EFFECT**

All provisions of this Declaration shall be construed to be perpetual covenants running with the Condominium Land and with every part thereof and interest therein, and each and every condominium parcel owner and claimant of the Land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits provided shall run with each condominium parcel as herein defined.

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5. **DEFINITIONS**

The terms used in this Declaration and in the Articles of Incorporation and the By-Laws of Sportsman's Lodge Condominium Association, Inc., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the use of the singular shall include the plural.

- 5.1 "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit Owner.
- 5.2 "Association" means Sportsman's Lodge Condominium Association, Inc., a not-for-profit Florida corporation which is responsible for the operation of the condominium.
- 5.3 "Board of Directors" means the board of directors or other representative body responsible for administration of the Association.
- 5.4 "By-Laws" means the by-laws of the Association existing from time to time.
- 5.5 "Common Elements" includes within its meaning the following:
- (a) The Condominium Land and other real property which may hereafter be acquired by the Association for the Condominium, which may include any surface water and storm water management system(s) permitted by the St. Johns Water Management District ("SJWMD") upon that property.
  - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements.
  - (c) An easement of support in every portion of a Unit which contributes to the support of a building.
  - (d) The tangible personal property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements.
  - (e) Easements for ingress and egress serving the Condominium Property and serving each Unit.
- 5.6 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium and for which the Unit Owners shall be liable to the Association.
- 5.7 "Common Surplus" means the excess of all receipts of the Association collected on behalf of this Condominium, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the common expenses.
- 5.8 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of Units that may be owned by one (1) or more persons, and there is, appurtenant to each Unit, an undivided share in the Common Elements and Common Surplus.



- 5.09 "Condominium Property" means the Condominium Land, leaseholds and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 5.10 "Declaration" or "Declaration of Condominium" means this Declaration of Condominium for Sportsman's Lodge, a Condominium, as it may be from time to time amended.
- 5.11 "Developer" means Anastasia Developers, LLC, a Florida limited liability company.
- 5.12 "Limited Common Element" means the Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units. Limited Common Elements include, but are not necessarily limited to the exclusive use of any fixtures, equipment or appliances exclusively serving one Unit, including if applicable air conditioning compressors, ducts, pipes, wiring, controls, light fixtures or other apparatus serving only one Unit, even if the same are located outside of the Unit.
- 5.13 "Mortgagee" is the owner and holder of a mortgage encumbering a Condominium Parcel, which owner and holder of said mortgage shall be either a bank, mortgage broker/banker, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, the Federal National Mortgage Association, federal or state agencies, the Developer or other lender lawfully entitled to make mortgage loans against the Property or any Unit.
- 5.14 "Operation" or "Operation of the Condominium" includes the administration and management of the Condominium Property.
- 5.15 "Storm Water or Surface Water Management System" means a system which is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.
- 5.16 "Unit" means a part of the Condominium Property which is subject to exclusive ownership, as more fully described in Article 6 and Article 7 hereof;
- 5.17 "The Original Sportsman's Lodge I Condominium" means the existing condominium building consisting of twenty-one (21) condominium residential units which comprise a separate and distinct condominium development from the one created by this Declaration. The location of the condominium property owned and occupied by The Original Sportsman's Lodge I Condominium is depicted in the survey attached as Exhibit B.
- 5.18 "Recreation Association" means The Sportsman's Lodge Recreation Area Association, Inc. which is the specially-created not-for-profit association formed in 1989 contemporaneous with the development of "The Original Sportsman's Lodge I Condominium", for the purposes and with the powers described in paragraph 6.1 hereof.

The Recreation Association manages and maintains the Recreation Area and the common amenities constructed thereon for the shared benefit of all Unit owners of the Condominium and the Original Sportsman's Lodge I Condominium

- 5.19 "The Recreation Area" means that certain real property, and the amenities and other improvements constructed thereon, within the Sportsman's Lodge Community which is held and managed by the Recreation Association for the purpose described in paragraph 6.1 hereof. The Recreation Area is depicted in the survey attached as Exhibit B.
- 5.20 "Unit Owner" or "Owner of a Unit" means an owner of a Condominium Parcel.
- 5.21 "Utility Services" means and shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services.

6. **DEVELOPMENT PLAN**

- 6.1 **Overview.** (a) Sportsman's Lodge Condominium ("The Condominium") is a 57-Unit residential condominium comprised of three (3) buildings to be constructed on three non-contiguous parcels of land situated in the Town of Welaka, Putnam County, Florida. The three parcels of land are part of a larger development commenced in 1989 and referred to herein as the "Sportsman's Lodge Community". The Sportsman's Lodge Community consists of approximately 5.27 acres of riverfront property comprising the Condominium Land, The Original Sportsman's Lodge I Condominium, and the Recreation Area. The Original Sportsman's Lodge I Condominium is comprised of one 3-story building housing twenty-one (21) residential Units. All are sold and occupied. The Recreation Area includes a community swimming pool and pool house, driveways, sidewalks, a boat dock with 21 boat slips, and other improvements (collectively "the Recreation Amenities"). The Recreation Amenities are managed by the Recreation Association pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements dated July 27, 1989 and recorded at OR Book 548, page 1273 of the Public Records of Putnam County, Florida, as amended in March, 1990 (OR Book 560, Page 370).

(b) Although Developer intends to improve and expand the existing boat dock, boat slips, parking areas and sidewalks and to make other physical improvements to the Recreation Area, Developer does not intend to build any new recreational areas or facilities to be owned exclusively as Common Elements of the Condominium alone. Instead, the Unit Owners of the Condominium will have, as an appurtenance to their respective Units, a membership in the Recreation Association and the shared use of the Recreation Area and facilities with the other members of the Recreation Association, which presently is comprised only of the Unit owners of Sportsman's Lodge I Condominium. All members of the Recreation Association, including the Unit Owners of the Condominium, will continue to use and enjoy the Recreation Amenities and will share in the maintenance and upkeep of the Recreation Amenities on a prorated basis.

(c) It is anticipated by the Developer and by the Original Sportsman's Lodge Association and by the Recreation Association that at a point in time following the construction of the Condominium and Improvements the three associations will merge so as to create a single association to own and manage the entire Sportsman's Lodge Community, including all lands, Units, shared amenities and other Improvements heretofore owned or managed by the separate associations. In that event, such merger or termination of any association will be accomplished in accordance with the provisions of the governing documents of each association and the requirements of Chapter 718, Florida Statutes.

- 6.2 Status of Development. The new buildings and other physical improvements (the "Improvements") described herein have not been constructed as of the date of this Declaration. The descriptions provided in this Declaration and depicted in the attached Exhibits reflect the Improvements which are proposed by the Developer. The substantial completion of the three Buildings (fifty-seven Units) is expected to occur by June, 2006; however, a longer period of time may be required for completion due to unfavorable housing market conditions, natural disasters, or other forces beyond the control of the Developer.
- 6.3 Improvements. Attached hereto as "Exhibit C" is the site plan for the Sportsman's Community, depicting the Condominium Land, The Original Sportsman's Lodge I Condominium, and the Recreation Area including the existing pool and pool house building, the existing dock and boat slips and the proposed additional dock and boat slips to be constructed in accordance with governmental permitting approvals currently being sought.
- 6.4 Condominium Buildings. The Improvements include three condominium buildings, situated on the Land as depicted in Exhibit "C". Each building contains either eighteen (18) Units or twenty-one (21) Units. All buildings are three-story buildings, and each building is served by two stairways and one elevator. Composite Exhibit "D" provides a graphic depiction of the three buildings and the layout of each relative to the others and relative to the existing building comprising The Original Sportsman's Lodge I Condominium.
- (a) Exhibits D-1 through D-3 (each being a composite of several related pages) depict the three building plans showing elevational views and building floor plans for all three floors of each building, and identifying each Unit on each floor of each building by Unit type and Identifying Unit number;
- (b) Exhibit D-4 (a composite) depicts Unit type floor plans which show the layout and room dimensions of each of the two Unit types: one 2-bedroom unit type and one three-bedroom unit type.

Those Exhibits and the legends and notes contained within said Exhibits are incorporated herein and made a part hereof by reference.

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- 6.5 Common Areas. Exhibits "B and "C" depict the Recreation Area.. There are no additional common areas of open land or recreation facilities planned by the Developer for the exclusive use of the Condominium.
- 6.6 Parking Spaces. The Improvements also include the expansion of existing parking spaces within the Recreation Area, so as to provide a total of 159 total parking spaces for the shared use of the Condominium Unit Owners and the Unit Owners of The Original Sportsman's Lodge I Condominium. The actual number of total parking spaces may vary according to final site layout and permitting approvals.
- 6.7 Boat Slips. Developer will make application for approval and construction of the new boat dock and 57 additional boat slips, so as to provide the Recreation Association with a total of seventy-eight (78) new and existing boat slips. If approved, this will allow the Recreation Association to assign each Unit Owner of the Condominium and each Unit Owner of The Original Sportsman's Lodge I Condominium a specific boat slip to be used by the Unit Owner exclusively as a Limited Common Element. However the number of new boat slips permitted may be fewer than 57, in which event the total number of boat slips will be fewer than 78. In that event, the Unit Owners and the Unit Owners of The Original Sportsman's Lodge I Condominium will share the use of the boat slips in a manner determined by the Association and the Recreation Association to allow maximum access to and use of those slips by Unit Owners who actually have a need for them from time to time.
- 6.8 Pool and Pool House.

The existing pool and pool house depicted in Exhibits B and C will be left intact and not expanded or substantially improved during construction of the Condominium. The pool and pool house will continue to be held and maintained by the Recreation Association for the shared use of all Unit Owners within the Sportsman's Lodge Community.

7. CONDOMINIUM UNITS

- 7.1 Ownership. Each Unit, together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, subject to the provisions of the condominium documents establishing this Condominium, the Condominium Act and any other covenants and restrictions or easements of record.
- 7.2 Description of Units. The legal description of each Unit shall consist of the identifying number of such Unit as shown on "Exhibit D". Every deed, lease, mortgage or other instrument may legally describe a Unit and/or Condominium Parcel by its identifying number as provided for on "Exhibit D," and each and every description shall be deemed good and sufficient for all purposes. **NOTE:** The identifying number of each Unit is expected to be different from its street address which will be assigned to each Unit by the regulatory agency with authority to do so.

7.3 Unit Boundaries. The interior dwelling space of each Unit shall include that part of the building within the boundaries determined as follows:

- (a) The upper and lower boundaries of the interior Unit shall be the following boundaries extended to an intersection with the vertical boundaries:
  - (i) The upper boundary shall be the horizontal plane of the undecorated, finished ceiling.
  - (ii) The lower boundary shall be the horizontal plane of the undecorated, finished floor.
- (b) The vertical boundaries of the interior Unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the perimeter walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.
- (c) All glass and other transparent and/or translucent material or screens covering windows and doors and the material covering other openings in the exterior walls of the Units shall be construed to be within the boundaries and part of the Unit exclusively served by such windows, doors, and other openings.

7.4 Combined Units. In the event more than one (1) unit has been acquired by the same owner and combined into a single dwelling place, the unit plans as described in "Exhibit D" may not reflect the interior plans of the combined units, but the exterior boundaries of the combined units shall remain the same. Should any units be combined, combined units shall continue to exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all Exhibits attached hereto.

## 8. OWNERSHIP

8.1 Type of Ownership. Ownership of each Condominium Parcel shall be in fee simple.

8.2 Association Membership. The owners of record of the Units shall be Members of the Association. There shall be one (1) membership for each Unit and if there is more than one (1) record owner per Unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the Unit.

8.3 Unit Owner's Rights. Each Unit Owner shall be entitled to exclusive possession of his Unit subject to the provisions of the condominium documents and the Condominium Act. The Owner of a Unit shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the Common Elements, and a joint mutual easement for that purpose is hereby created.

8.4 Appurtenances to Units. There shall be appurtenant and pass with the title to each Unit the rights, shares and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

- (a) An undivided percentage share as described in Section 9 hereof, in the Common Elements and Common Surplus, as described herein;
- (b) The right to use those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements, if any;
- (c) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time;
- (d) Non-exclusive easements, to be used and enjoyed in common by all Owners of Units in the Condominium, their guests and invitees, for use of those Common Elements, Recreation Area common facilities, or other facilities within the Sportsman's Lodge Community not designated as Limited Common Elements of this Condominium or of The Original Sportsman's Lodge I Condominium, including, without limitation, easements for the furnishing and maintenance of utility services to all parts of the Condominium Land over, across, in and through the Condominium Land and Buildings, as the fixtures and equipment therefor now exist and/or may be modified or relocated;
- (e) An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit, or upon any portion of the Common Elements, or vice versa, for any reason not caused by or resulting from the willful negligent act of Developer or any Unit Owner, including, without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachments, as an easement appurtenant to the encroaching Unit or other improvements, to the extent of such encroachment;
- (f) A non-exclusive easement for ingress and egress over, across and upon the walkways, streets, paths, parking areas and other portions of the Recreation Area.
- (g) The right to membership in the Association (hereinafter defined) upon the terms and conditions set forth elsewhere herein.
- (h) The right to membership in the Recreation Association, and the proportionate rights and interests of each Unit Owner in the funds, amenities and other assets held or owned by the Recreation Association.

9. **RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS**

The fee title of each Condominium Unit shall include both the Unit and an undivided interest in the Common Elements. The undivided interest in the Common Elements is deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium Unit. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. Any attempt to separate and/or

any action to partition the fee title to a Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void.

**10. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS**

10.11 Each Unit Owner shall own an equal, undivided percentage share of the Common Elements and Common Surplus of the Condominium and Condominium Association, based upon the total number of Units in the Condominium. There are 57 Units planned for development by the Developer. The percentage share of each Unit Owner's ownership of Common Elements is determined by the percentage which one Unit bears to 57 Units ( 1.754 %).

10.12 Separate and apart from the Unit Owner's share of the Common Elements of the Condominium and Common surplus of the Condominium Association, pursuant to the Recreation Association Declaration of Covenants, Conditions, Restrictions and Easements and the Articles of Incorporation of the Recreation Association, each Member of that Association, including Unit Owners of this Condominium, shall own an equal, undivided percentage share of the Recreation Association, its assets and common surplus. The share of each Unit Owner is based upon the total number of Unit Owners who, from time to time, comprise the total membership in and of the Recreation Association. Presently there are 21 Unit Owners of The Original Sportsman's Lodge I Condominium, and 57 Units are planned for this Condominium. Once those new Units are completed and sold, the percentage share of each Recreation Association Member will determined by the percentage which one Unit bears to 78 Units ( 1.28 %).

**11. COMMON EXPENSE AND COMMON SURPLUS**

11.1 Attributable Share. Each Unit Owner shall be responsible for a portion of the Common Expenses and costs, and such share shall be in the same percentage as that Owners' share of the undivided ownership of the Common Elements as established in conformance with Article 10. Any Common Surplus of the Association shall likewise be owned by each Unit Owner in the same proportion as their percentage liability for Common Expenses. Section 22 hereof sets forth certain rights, privileges and obligations of the Developer relative to payment of Common Expenses during the "Start-Up Period" defined therein and in relation to unsold Units; those provisions may alter the Developer's share of those Common Expenses but shall not alter any other Unit Owner's share of Common Expenses.

**12. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

Responsibility for the maintenance of the Condominium Property and restrictions upon its alterations and improvements shall be as follows:

12.1 As to Units:

(a) The Association shall maintain, repair and replace at the Association's expense:

- (i) All portions of the Condominium Property contributing to the support of the condominium buildings, which portions shall include, but not be limited to: outside walls of the buildings and all fixtures on its exterior; those portions of boundary walls not a part of Unit; floor and ceiling slabs; load-bearing columns; and load-bearing walls.
  - (ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services contained in the portion of the Condominium Property maintained by the Association and all such facilities contained within a Unit that service part or parts of the Condominium Property other than the Unit within which contained.
  - (iii) All incidental damage caused to a Unit by such work described in this Section 12.1.1 shall be repaired promptly at the expense of the Association.
- (b) The responsibility of the Unit Owner shall be as follows:
- (i) To keep and maintain his Unit, and all equipment and appurtenances within and servicing his Unit in good order, condition and repair, and to perform promptly all such maintenance and repair work within the Unit which, if omitted, would affect the Condominium Property in its entirety or in a part belonging to others, being expressly responsible for the damages and liability which his failure to do so may engender.
  - (ii) To maintain, repair and replace any and all walls, ceiling and floor interior surfaces, window glass, exterior doors and door glass, painting, decorating and furnishings, and all other accessories which such Owner may desire to place and maintain in his Unit.
  - (iii) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
  - (iv) Maintenance and repairs of fixtures and equipment located within a Unit and exclusively servicing a Unit shall be paid for and be a financial obligation of the Unit Owner.
  - (v) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of a condominium building and/or property.
- (c) Access to Unit: Any officer or the Association or any agent of the Board of Administration shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.



- (d) Alteration and Improvement: Except as elsewhere reserved to the Developer, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval in writing of owners of all Units in the building and approval of the Board of Directors. If so approved, a copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

12.2 As to Common Elements

- (a) The maintenance and operation of the Common Elements, including the repair, maintenance and replacement of landscaping and other improvements and facilities constituting the Condominium Property shall be the responsibility of the Association as a Common Expense.
- (b) The Association, together with the Recreation Association and the Original Sportsman's Lodge Condominium Association, shall be responsible for the maintenance, operation and repair of the surface water or storm water management system(s), which shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the SJWMD. Any repair or reconstruction of the surface water or storm water management system shall be as permitted or, if modified, as approved by the SJWMD.
- (c) Land Acquisition: Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. Such amendment, when recorded in the public records of Putnam County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the Unit Owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.
- (d) Land Not Incorporated: Any land acquired by the Association that is not incorporated into the land by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record Unit Owners of not less than seventy-five percent (75%) of the Common Elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

- (e) Personal Property: Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

12.3 Enforcement of Maintenance

- (a) In the event that an owner of a Unit fails to maintain a Unit as required above, the Association, Developer or any other Unit Owner shall have the right to proceed to any appropriate court to seek and obtain compliance with the foregoing provisions. The Association shall have the right to have its employees or agents enter the Unit during reasonable business hours when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another unit or units.
- (b) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration of Condominium which relate to the maintenance, operation and repair of the surface water or storm water management system.

13. USE RESTRICTIONS

**Note:** THE LEASE OF ANY UNIT IS AND SHALL BE MADE SUBJECT TO EACH AND EVERY USE RESTRICTION CONTAINED HEREIN.

13.1 As to Units

- (a) Each of the Units shall be occupied only by the Unit Owner, members of his family, tenants of a Unit Owner and their respective servants and guests, as a residence or as temporary lodging and for no other purpose. No Unit shall be permanently occupied by more than six (6) persons, and the maximum permanent occupants and overnight guests shall be no more than eight (8) persons per Unit.
- (b) No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.
- (c) Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit or the building without the prior written consent of the Board of Directors.
- (d) No clotheslines or similar devices shall be allowed on any patios, sundecks or balconies of a building, or any other part of the Condominium Property, without the prior written consent of the Board of Directors.
- (e) No Unit Owner shall make, allow or cause to be made, any structural addition or alteration of his Unit of the Common Elements without the prior written consent of the Association.

- (f) Unless otherwise restricted by applicable laws and ordinance, a Unit Owner may rent or lease his Unit without restriction as to the duration of such rental, provided that such rental shall remain subject to the Use Restrictions contained herein and to compliance with the Rules and Regulations adopted by the Association.

13.2 As to Common Elements

The Common Elements shall be used only for the purposes for which they are intended. Such use shall be in accord with the Rules and Regulations adopted by the Association, as amended from time to time.

13.3 Nuisances

No nuisances nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents shall be allowed on the Condominium Property. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate. No explosive or combustible materials shall be kept in any Unit other than common and customary household cleaning products, and no fire hazard shall be allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

13.4 Lawful Use

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed and complied with. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned, as set forth herein.

13.5 Signs

No signs shall be displayed from a Unit or on Common Elements except such signs as are permitted by the Rules and Regulations of the Association or which shall have the advance written approval by the Board of Directors.

13.6 Rules and Regulations

Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. The Initial Rules and Regulations are included within the By-Laws.

13.7 Proviso

Until the Developer has completed all of the contemplated improvements and closed the sales of all of the Units of this Condominium, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion by the Developer of all contemplated improvements and the sale by the Developer of all Units, and the Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of customary signs.

14. PARKING SPACES

The Improvements include the expansion of the common parking areas and the number of parking spaces within the Recreation Area to be used by Unit Owners as an appurtenance to their Units. When completed, the Improvements will include 159 parking spaces for the 78 Unit owners within the Sportsman's Lodge Community. The Developer and the Recreation Association Board will agree as to a suitable plan for assignment and shared use of parking spaces as soon as the total number of new spaces has been determined.

15. EASEMENTS

Each of the following easements is a covenant running with the land of the Condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the Condominium and the exclusion of any lands of the Condominium from the Condominium. The easements created hereby are as follows:

15.1 Utilities

As may be required for Utility Services in order to adequately serve the Condominium Property; provided, however, easements through a Unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the Unit Owner.

15.2 Pedestrian and Vehicular Traffic

For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the Common Elements; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

15.3 Structural Support

Every portion of a Unit contributing to the structural support of the Condominium Building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the building.

15.4 Perpetual Non-Exclusive Easement in Common Elements

The Common Elements shall be, and the same are hereby declared to be subject to, a perpetual, nonexclusive easement in favor of all Unit Owners for their use and the use of their immediate families, tenants, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners.

15.5 Right of Entry into Private Dwellings in Emergencies

In case of emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

15.6 Right of Entry for Maintenance of Common Property

Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of the Condominium Property, the owners of each Unit shall permit other owners or their representatives, or a duly constituted and authorized agent of the Association, to enter such Unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

15.7 Easement for Access and Drainage

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or storm water management system(s) for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or storm water management system at a reasonable time and in a reasonable manner, to operate, maintain, or repair the surface water or storm water management system as required by the St. Johns Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or storm water management system. No person shall alter the drainage flow of the surface water or storm water management system(s), including buffer areas or swales, without the prior written approval of the SJWMD.

15.8 Easement for Unintentional and Non-Negligent Encroachment

In the event that any Unit shall encroach upon any of the Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners, or agents of such Owners or Owners, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment into the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.

15.9 Air Space

An exclusive easement for the use of the air space occupied by a Unit as it exists at any particular time and as the Unit may lawfully be altered.

15.10 Easements for Encroachments

Easements for encroachments by the perimeter walls, ceilings and floor surrounding each Unit.

15.11 Easement for Overhangs

Easement for overhanging troughs or gutters, down spouts and the discharge therefrom of rainwater and the subsequent flow thereof over Units or any of them.

15.12 Easement for Air Space of Common Elements

An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements but exclusively serving and individually owned by the owner of the Unit, as the same exist in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

16. ASSOCIATION

In order to provide for the efficient and effective administration of this Condominium by the Unit Owners, a non-profit corporation known and designated as Sportsman's Lodge Owners Association, Inc. (the "Association"), has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this Condominium, and shall undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration, its Articles, its By-Laws, the Rules and Regulations promulgated by the Association from time to time and the Condominium Act.

16.1 Articles of Incorporation

A copy of the Articles of Incorporation of the Association is attached hereto as "Exhibit E."

16.2 By-Laws

A copy of the By-Laws of the Association is attached hereto as "Exhibit F."

16.3 Limitation Upon Liability of Association

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Land and Buildings, the Association shall not be liable to Unit Owners, their families, guests, invitees or lessees for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Land or Buildings property or caused by the actions of other Unit Owners or other persons.

16.4 Restraint Upon Assignment of Shares in Assets

The shares of Members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

16.5 Approval or Disapproval of Matters

Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

16.6 Membership

The record owners of all Units in this condominium shall be Members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation and the Initial Board of Directors named therein, for so long as they remain Directors. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a Condominium Parcel in the Condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the Public Records of Putnam County, Florida, of the deed or other instrument establishing the acquisition and, designating the Unit affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

16.7 Voting

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit.

17. INSURANCE

The insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

17.1 Authority to Purchase

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Condominium Property for the benefit of the Association and the Unit Owners and their mortgagees, as their interest may appear. Provisions shall be made for the

issuance of certificates or mortgagee endorsements to the mortgagees of Unit Owners. Such policies and endorsements shall be deposited with the Board of Directors. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. Insurance policies issued to Unit Owners on individual Units shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida; provided, however, all such insurance policies must be accepted and approved by the Institutional Mortgagee holding the largest aggregate dollar sum of mortgages encumbering Condominium Parcels in the condominium, said sum to be ascertained at the time of purchase or renewal of each policy.

17.2 Coverage

(a) Casualty. All buildings and improvements upon the land, including Units and personal property of the Association included in the Condominium Property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance. Every hazard policy which is issued to protect the Condominium Building shall provide that the term "building" wherever used in the policy shall include but not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the Unit was initially conveyed if the original plans and specifications are not available; however, the term "building" shall not include floor coverings, wall coverings, or ceiling coverings.

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Public Liability. In such amounts and with such coverage as shall be required by the Association with cross liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner; provided, however, such coverage shall be for at least \$1,000,000.00 for personal injury, including death, combined single limit.

(c) Workmen's Compensation. As shall be required to meet the requirements of law.



(d) Additional Insurance. Such other insurance as the Board of Directors, in its discretion, may determine from time to time to be in the best interest of the Association and the Unit Owners, including Directors Liability Insurance or other insurance that an Institutional Mortgagee may reasonably require, so long as it is the owner of a mortgage on any Condominium Parcel.

17.3 Premiums

Premiums for insurance policies purchased by the Association shall be paid by the Association.

17.4 Insurance Trustee

The Association shall have the right, but not the obligation, to designate the Insurance Trustee and, if the Association does so, then all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee. Should an Insurance Trustee be appointed, the Trustee shall be either a bank with trust powers, doing business in the State of Florida or an attorney who is a member of the Florida Bar. If the Association does appoint an Insurance Trustee, the Trustee will perform the duties and obligations imposed by this Article 17 and by Article 18 of this Declaration with respect to the collection, holding, use and application of insurance proceeds for the benefit of the Assureds. If no Insurance Trustee is appointed, then the Association, through its Board of Directors, shall perform those duties and obligations as set forth by this Article 17 and Article 18.

17.5 Assured

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear (the Unit Owners and their mortgagees being additional insureds) and shall provide that all proceeds covering casualty losses shall be paid to the Board of Directors. All insurance policies shall require written notification to each Institutional Mortgagee of record and the Association not less than thirty (30) days in advance of a lapse, cancellation or material modification of any insurance policy insuring the Condominium Property. An Institutional Mortgagee may record its name by providing written notice to the insurer or by causing an endorsement to the policy to be issued.

(a) Proceeds on account of Common Elements shall be held in shares equal to the Unit Owner's share of the Common Elements.

(b) Proceeds on account of Units shall be held in the following undivided shares:

(i) Partial Destruction: When the building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

(ii) Total Destruction: When a building is to be restored, for the owners of all Units in the building in as many undivided shares as there are Units in the building.

(iii) Mortgagee: In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against Units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

17.6 Distribution of Proceeds

Proceeds of insurance policies received by the Board of Directors shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust: All expenses of the Board of Directors shall be first paid or provisions made therefor.

(b) Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or repair: If it is determined in the manner provided in this Declaration that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(d) Association as Agent: The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

18. RECONSTRUCTION OR REPAIR AFTER CASUALTY

18.1 Determination to Reconstruct or Repair

If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements: If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) Condominium property:

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(i) If Units to which fifty percent (50%) or more of the Common Elements are appurtenant are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided in this Declaration that the Condominium shall be terminated.

(ii) If Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided in this Declaration, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the Common Elements agree in writing to such reconstruction or repair.

#### 18.2 Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached hereto as exhibits; provided, however, such reconstruction or repairs may deviate therefrom if made according to substituted plans and specifications approved by the Board of Directors, and, if the damaged property is the Condominium Buildings, by the owners of not less than seventy-five percent (75%) of the Common Elements, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

#### 18.3 Responsibility

If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

#### 18.4 Estimates of Costs

As soon as reasonably practicable after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

#### 18.5 Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds to pay the estimated costs. Assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements.

18.6 Deductible Provision

The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a Common Expense.

18.7 Construction Funds

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Board of Directors and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

- (a) The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner shall be paid by the Association to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and mortgagee jointly.
- (b) The amount of the estimated costs of reconstruction and repair which is the responsibility of the Association shall be disbursed from the construction fund in payment of such costs in the manner required by the Board of Directors and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.
- (c) It shall be presumed that the first monies "disbursed in payment of costs of reconstruction and repair" shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner provided herein; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owners into the construction fund shall not be made payable to any mortgagee.

19. ASSESSMENTS

The making and collecting of assessments against Unit Owners for Common Expenses shall be the obligation of the Board of Directors pursuant to the By-Laws and subject to the following provisions:

19.1 Share of the Common Expenses

Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall be entitled to an undivided share of the Common Surplus, such shares being set forth in Sections 10 and 11 hereof. A Unit Owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a Unit. Except as provided in Section 19.8, a grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of

transfer of title, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

19.2 Reserve Fund.

The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the owners of all Units. Capital expenditures payable from this reserve account shall include, but not be limited to, roof replacement, building painting, pavement resurfacing, landscape maintenance and replacement and similar expenditures. The amount to be reserved shall be computed by means of a formula which is based on estimated life and estimated replacement cost of each reserve item.

19.3 Capital Contributions.

In addition to the amounts allocated to the Reserve Fund from each Annual Budget, with each conveyance of a Unit to a new Owner of that Unit, including the original conveyance by the Developer to the original Unit Owner and all subsequent conveyances of that Unit by the original Owner and by his successors to new Owners, each such Owner shall pay an amount to the Association equal to two times the then current monthly assessment charge for such , to be placed in the Association's Reserve Fund.

19.4 Non-Waiver

The liability for assessments may not be avoided by waiver of the use of enjoyment of any Common Elements or by abandonment of the Unit for which the assessment is made.

19.5 Interest, Application of Payments

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida (not to exceed 18% per annum), from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

19.6 Lien for Assessments

The Association shall have a lien on each Unit for any unpaid assessments, together with interest and reasonable attorneys fees incurred by the Association which are incident to the collection of the assessment or the enforcement of the lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. All such sums shall be payable by the Unit Owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each Unit Owner in payment of his obligation for use charges and operation costs likewise referred to as Common Expenses. The Association's

lien shall be effective from and after the time of recording in the Public Records of Putnam County, Florida, of a claim of lien setting forth the description of the Unit, the name of the owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Notwithstanding anything contained herein to the contrary, no such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien.

19.7 Collection and Foreclosure

The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise claims if the compromise is in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association which are covered by the lien enforced. The Association shall give all notices required by the Condominium Act in the manner required by the Condominium Act and shall otherwise comply with the Condominium Act in regard to such enforcement and foreclosure of liens.

19.8 Liability of Mortgagee Lienor or Judicial Sale Purchaser for Assessment

Notwithstanding anything to the contrary contained in this Declaration, where the mortgagee of a first mortgage of record or other purchaser of a Unit, obtains title to a Unit by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder, or when the mortgagee of a first mortgage of record accepts a deed to a Unit in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments attributable to such Unit, or chargeable to the former owner of the Condominium Parcel which became due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such liability is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the Unit in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the Common Expenses and such other expenses as may be chargeable to the owner of a Unit hereunder.

19.9 Unpaid Assessments - Certificate

Within 15 days after request by a Unit Owner or holder of a mortgage encumbering a Unit, the Association shall provide a certificate stating all assessments and other moneys owed to the Association, if any, by the Unit Owner with respect to the Condominium Parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

20. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto and as they may be amended from time to time. Failure of Unit Owners to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

20.1 Negligence.

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their tenants, guests, invitees, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements.

20.2 Fines.

The Board of Directors shall have the authority to assess fines in the manner and in such amounts as set forth in the By-Laws and permitted by the Condominium Act.

20.3 Costs and Attorneys' Fees.

In any proceeding arising from an alleged failure of a Unit Owner to comply with the terms of the Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

20.4 No Waiver of Rights.

The failure of the Association or any Unit Owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles, By-Laws or any Rule or Regulation adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

21. AMENDMENT OF DECLARATION

This Declaration may be amended in the following manner:

21.1 Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

21.2 Resolution of Adoption.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association pursuant to the Condominium Act and this Declaration. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided in this Declaration, such approvals must be either by:

- (a) Not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or
- (b) Not less than eighty percent (80%) of the votes of the entire membership of the Association.

21.3 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association whenever it appears that there is an omission or error in this Declaration, or any exhibit attached hereto, or amendment hereto, and approved by a majority vote of the entire membership of the Board of Directors and by not less than fifty percent (50%) of the votes of the entire membership of the Association. Any amendment adopted pursuant to the provisions of this paragraph 21.3 shall not materially adversely affect the property rights of Unit Owners. Until the Developer has sold and conveyed all of the Units in the condominium, any amendment adopted pursuant to this paragraph 21.3 must be approved and consented to by the Developer. The amendment shall be effective when passed and approved and a certificate of the amendment is executed and recorded as provided in the Condominium Act.

21.4 Proviso

No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners so affected and their Institutional Mortgagees shall consent; and no amendment shall change the configuration or size of any Unit, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus unless the Owner of the Unit concerned and all record owners of liens encumbering the Unit shall join in the execution of the amendment and unless all other Unit Owners approve the amendment. No amendment shall make any change in the section entitled "Insurance", nor in the section entitled "Termination", nor in the section entitled "Reconstruction or Repair After Casualty", unless all Unit Owners and the record owners of all mortgages encumbering Units shall join in the execution of the amendment;



nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights or interests of Unit Owners in relation to the addition of phases unless all Unit Owners join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would permit time-share estates to be created in any Unit unless all Unit Owners and the record owners of all liens encumbering Units join in the execution of the amendment. Any amendment which alters any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the SJWMD.

21.5 Execution and Recording

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Putnam County, Florida.

22. DEVELOPER'S UNITS AND PRIVILEGES

22.1 Developer

The Developer, at the time of the recording of this Declaration, is the owner of all of the real property, individual Units and appurtenances comprising this condominium. The Developer shall have the right to transact upon the Condominium Property any business necessary to consummate the sale of Units, including, but not limited to, the right to maintain sales models, erect signs, staff employees, maintain offices, use the Common Elements and show Units. Any sales office, signs, fixtures or furnishings and other tangible personal property, belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.

22.2 Expenses

After the commencement date of payment of monthly Common Expenses, in the event there are unsold Units the Developer retains the right to be the owner of said unsold Units. With respect to those unsold Units, the Developer shall be excused from the payment of the share of the Common Expenses and assessments related to those Units for a period of time (the "Start-Up Period") ending the first day of the thirteenth calendar month following the month in which the closing and sale of the first Unit occurs; provided, however, during that Start-Up Period the Developer shall be required to contribute such sums to the Common Expenses as required to cover any shortfall resulting after application of assessments against other Unit Owners, so as to provide necessary funds for the Association to maintain the Condominium. No funds which are receivable from Unit purchasers or owners and payable to the Association or collected by

the Developer on behalf of the Association, other than regular periodic assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget pursuant to the condominium Act, shall be used for payment of Common Expenses during the Start-Up Period (this restriction applies to funds including, but not limited to, capital contributions to Reserve Accounts or start-up funds collected from purchasers of Units at closing). Commencing upon the expiration of the Start-Up Period, the Developer shall contribute to the Common Expenses, as to the unsold Units owned by the Developer, in the same manner as all other Unit Owners. Notwithstanding the foregoing, in the event the Developer is the owner of Units during the Start-Up Period, and if any such Unit is leased and occupied by a third party, then the maintenance of said Unit shall be contributed and borne by the Developer as all other Unit Owners.

22.3 Amendment

Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all Units.

23. TERMINATION

The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

23.1 Destruction

In the event that it is determined in the manner elsewhere provided that the Condominium Property shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

23.2 Agreement

The Condominium may be terminated by the approval in writing of all of the owners of the Units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the Members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent (75%) of the Common Elements, and of the record owners of all mortgages upon said Units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners within the period ending on the sixtieth (60th) day from the day of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

- (a) **Exercise of Option:** The option shall be exercised by delivery or mailing by certified mail, to each of the record owners of the Units to be purchased, of an agreement to purchase, signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall provide for the purchase of all of the Units

owned by owners not approving the termination<sub>1</sub> and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

- (b) Price: The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- (c) Payment: The purchase price shall be paid in cash.
- (d) Closing: The sale shall be closed within thirty (30) days following the determination of the sale price.

### 23.3 Certificate

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Putnam County, Florida.

### 23.4 Shares of Owners After Termination

After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to each of the Units prior to the termination.

### 23.5 Amendments

This section concerning termination cannot be amended without consent of all Unit Owners and all record Owners of mortgages upon condominium parcels.

## 24. NOTICE TO MORTGAGEES

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the number of the Unit, any Institutional Mortgagee, insurer or guarantor of a mortgage on a Unit will be entitled to timely written notice of:

- (a) Any proposed amendment of the Declaration effecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2)

the interest in the Common Elements appertaining to a Unit or the liability for Common Expenses appertaining thereto, (3) the number of votes in the Association appertaining to a Unit, or (4) the purposes to which any Unit or the Common Elements are restricted.

- (b) Any proposed termination of this Condominium.
- (c) Any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit encumbered by the lien of its mortgage.
- (d) Any 60-day delinquency in the payment of Assessments or charges owed by the owner of any Unit on which it holds the mortgage.
- (e) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association.
- (f) Any proposed action that requires the consent of a specified percentage of Mortgagees.

The foregoing shall be in addition to all other rights of a Mortgagee under this Declaration. The Association shall not be liable for any loss occasioned by a Mortgagee by virtue of any of the matters set forth herein or the payment of or for any Assessment, insurance premium or loss.

**25. INFORMATION**

The Association shall make available to the Owner of each Unit and to Institutional Mortgagees and to insurers and guarantors of any first mortgage on a Unit and to their authorized representatives, current copies of the Declaration, Articles of Incorporation, By-Laws, other rules and regulations affecting the Condominium Property, and the other official records required to be maintained by the Association pursuant to the Condominium Act. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

**26. SEVERABILITY AND INVALIDITY**

The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Articles of Incorporation or the By-Laws, shall not affect the validity of the remaining portions which shall remain in full force and effect. In the event any court shall hereafter determine that any provisions of this Declaration, as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

27. INTERPRETATION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, Anastasia Developers, LLC., has caused the execution of this Declaration of Condominium this 23 day of March, 2007.

Signed, sealed and delivered in the presence of the following witnesses:

**ANASTASIA DEVELOPERS, LLC.**

By: Alva C. Atkins  
Its: Alva C. Atkins  
Managing Member

L. DuPont  
Name: L. DuPont

(CORPORATE SEAL)

John L. Whiteman  
Name: John L. Whiteman

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing Declaration of Condominium was acknowledged before me this 23 day of MAR, 2007 by Alva C. Atkins, the Managing Member of Anastasia Developers, LLC., a Florida Limited Liability Company, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, State of Florida

Name: Mary Lynne DuPont  
My Commission Number is:  
My Commission Expires:

9-12-05 / rev. 3-20-07



Mary Lynne DuPont  
MY COMMISSION # DD288488 EXPIRES  
June 2, 2008  
BONDED THRU TROY FAIN INSURANCE, INC.

**Legal Description of 3 pads of land comprising  
Sportsman's Lodge, a Condominium**

---

1. PROPOSED BUILDING #2:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 51, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 59, SAID POINT BEING A 4"x4" CONCRETE MONUMENT "NO IDENTIFICATION: THENCE SOUTH 85°50'00" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 59, A DISTANCE OF 292.96 FEET; THENCE SOUTH 04°10'00" EAST DEPARTING SAID NORTHERLY LINE OF BLOCK 59, A DISTANCE OF 82.51 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 02°18'28" EAST, A DISTANCE OF 83.47 FEET; THENCE SOUTH 87°41'32" WEST, A DISTANCE OF 199.26 FEET; THENCE NORTH 02°18'28" WEST, A DISTANCE OF 83.47 FEET; THENCE NORTH 87°41'32" EAST, A DISTANCE OF 199.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

2. PROPOSED BUILDING #3:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 51, OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 59, SAID POINT BEING A 4"x4" CONCRETE MONUMENT "NO IDENTIFICATION: THENCE SOUTH 85°50'00" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 59, A DISTANCE OF 269.47 FEET; THENCE SOUTH 04°10'00" EAST DEPARTING SAID NORTHERLY LINE OF BLOCK 59, A DISTANCE OF 301.21 FEET TO THE POINT OF BEGINNING;

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THENCE SOUTH 46°43'19" WEST, A DISTANCE OF 164.50 FEET;  
THENCE SOUTH 85°50'00" WEST, A DISTANCE OF 13.02 FEET;  
THENCE NORTH 43°16'41" WEST, A DISTANCE OF 75.26 FEET;  
THENCE NORTH 46°43'19" EAST, A DISTANCE OF 174.60 FEET;  
THENCE SOUTH 43°16'41" EAST, A DISTANCE OF 83.47 FEET TO  
THE POINT OF BEGINNING.

CONTAINING 0.33 ACRE MORE OR LESS, INCLUDING RIPARIAN  
RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN  
RIGHTS, IF ANY.

3. PROPOSED BUILDING #4:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY,  
FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK  
1, PAGE 51, OF THE PUBLIC RECORDS OF PUTNAM COUNTY,  
FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER  
OF SAID BLOCK 59, SAID POINT BEING A 4"x4" CONCRETE  
MONUMENT "NO IDENTIFICATION: THENCE SOUTH 85°50'00" WEST,  
ALONG THE NORTHERLY LINE OF SAID BLOCK 59, A DISTANCE OF  
94.19 FEET; THENCE SOUTH 04°10'00" EAST DEPARTING SAID  
NORTHERLY LINE OF BLOCK 59, A DISTANCE OF 75.44 FEET TO THE  
POINT OF BEGINNING;

THENCE SOUTH 04°04'20" WEST, A DISTANCE OF 174.60 FEET;  
THENCE SOUTH 85°55'40" WEST, A DISTANCE OF 83.47 FEET;  
THENCE NORTH 04°04'20" WEST, A DISTANCE OF 174.60 FEET;  
THENCE NORTH 85°55'40" EAST, A DISTANCE OF 83.47 FEET TO  
THE POINT OF BEGINNING.

CONTAINING 0.33 ACRE MORE OR LESS, INCLUDING RIPARIAN  
RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN  
RIGHTS, IF ANY.

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Page 37 of 80





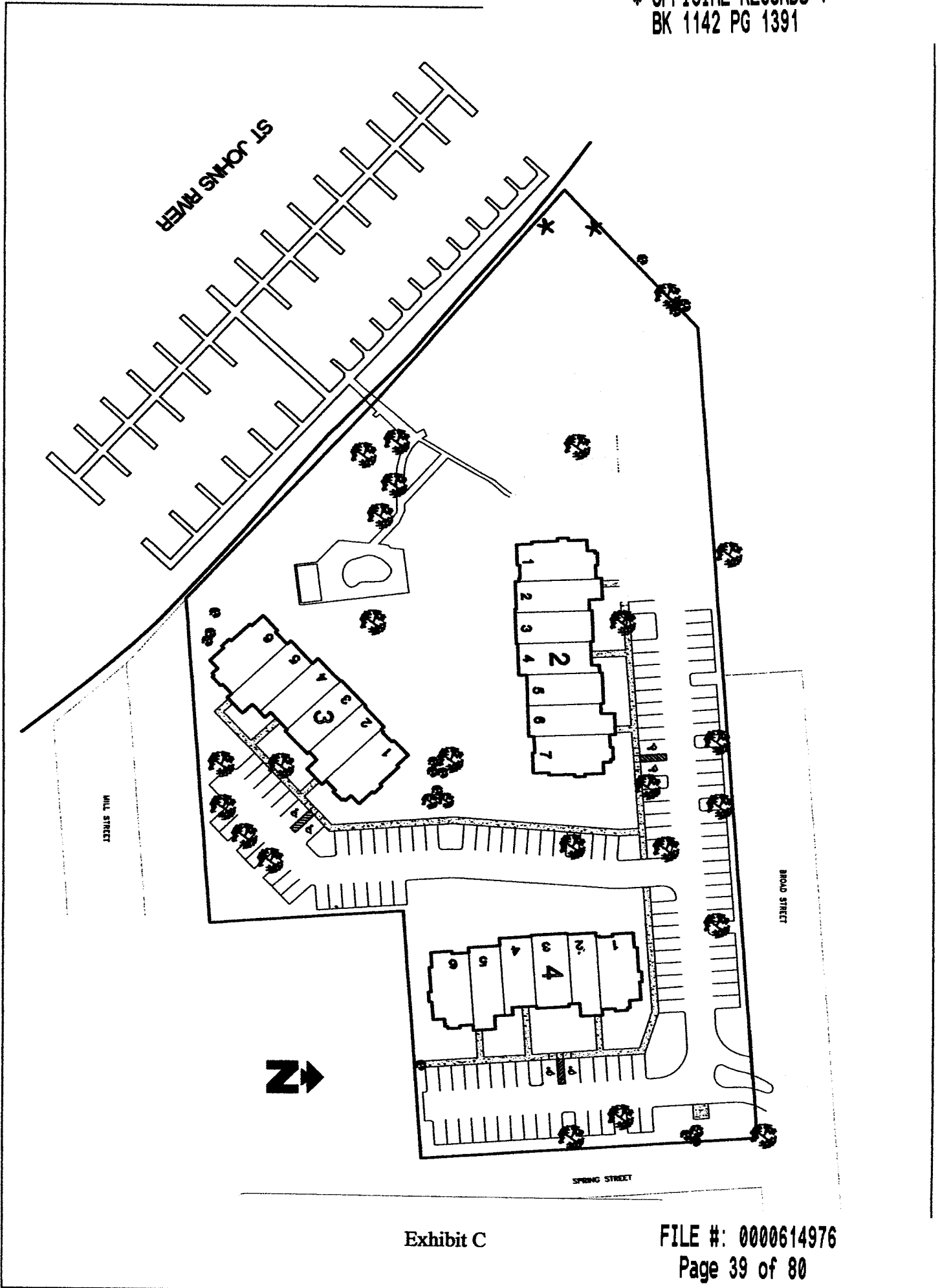
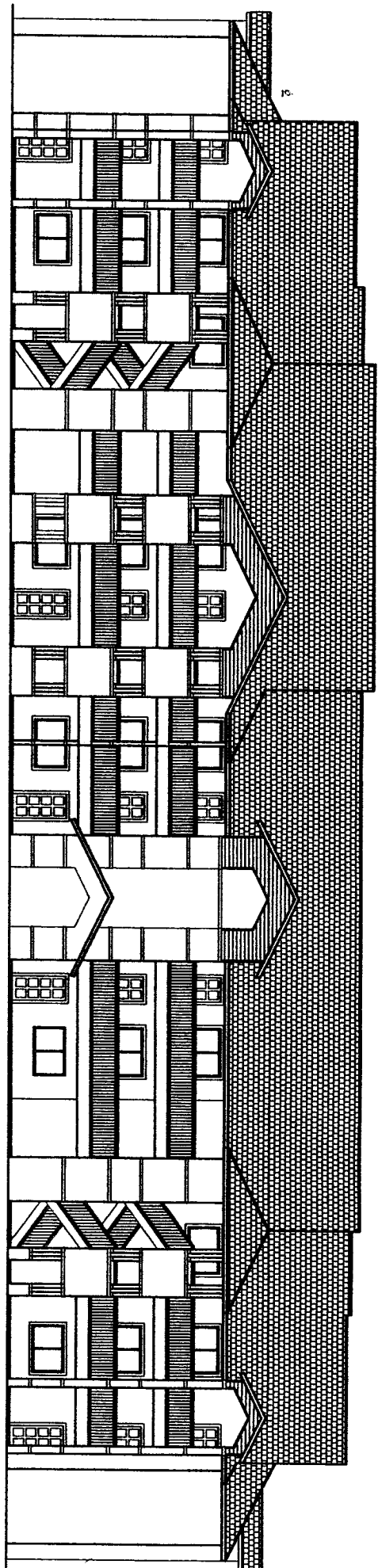
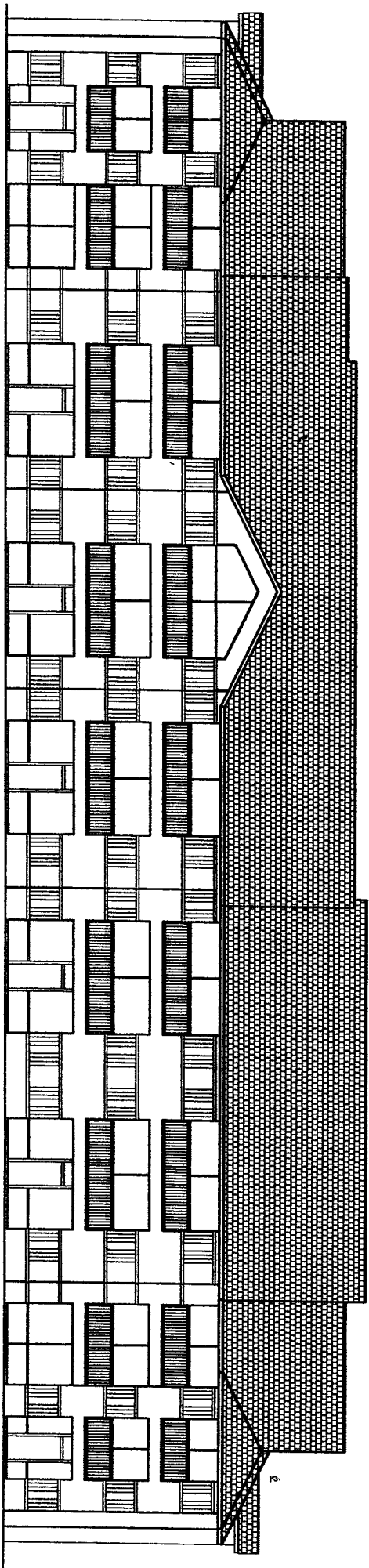


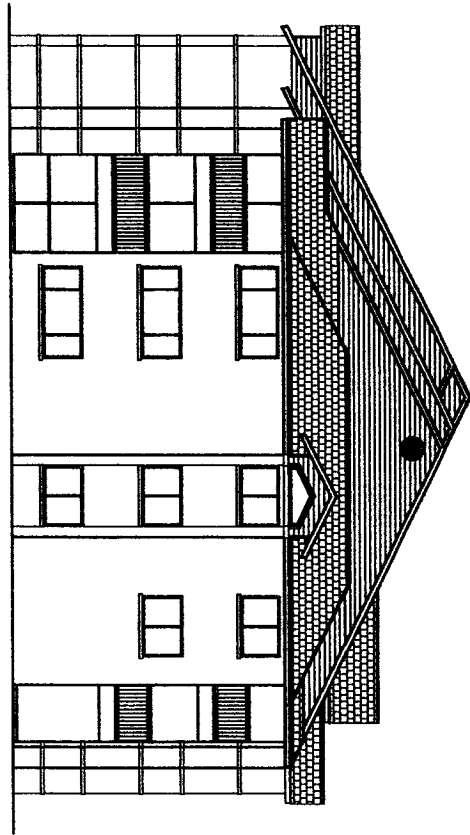
Exhibit C



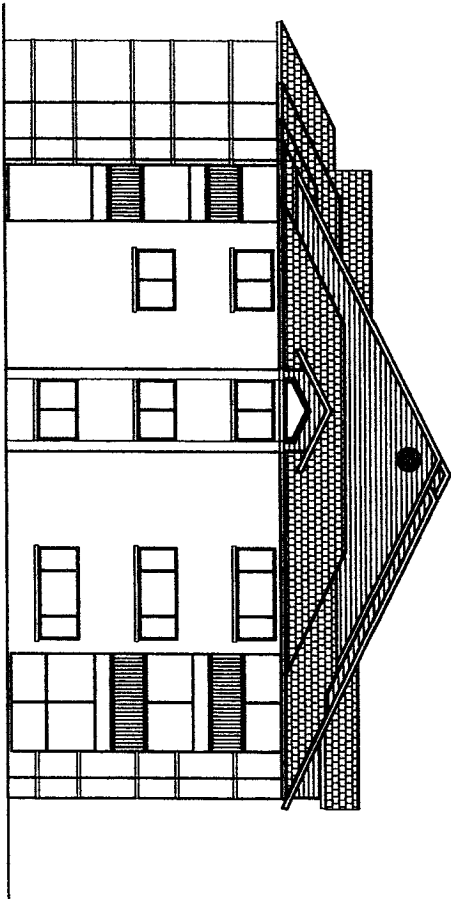
FRONT ELEVATION  
BUILDING 2



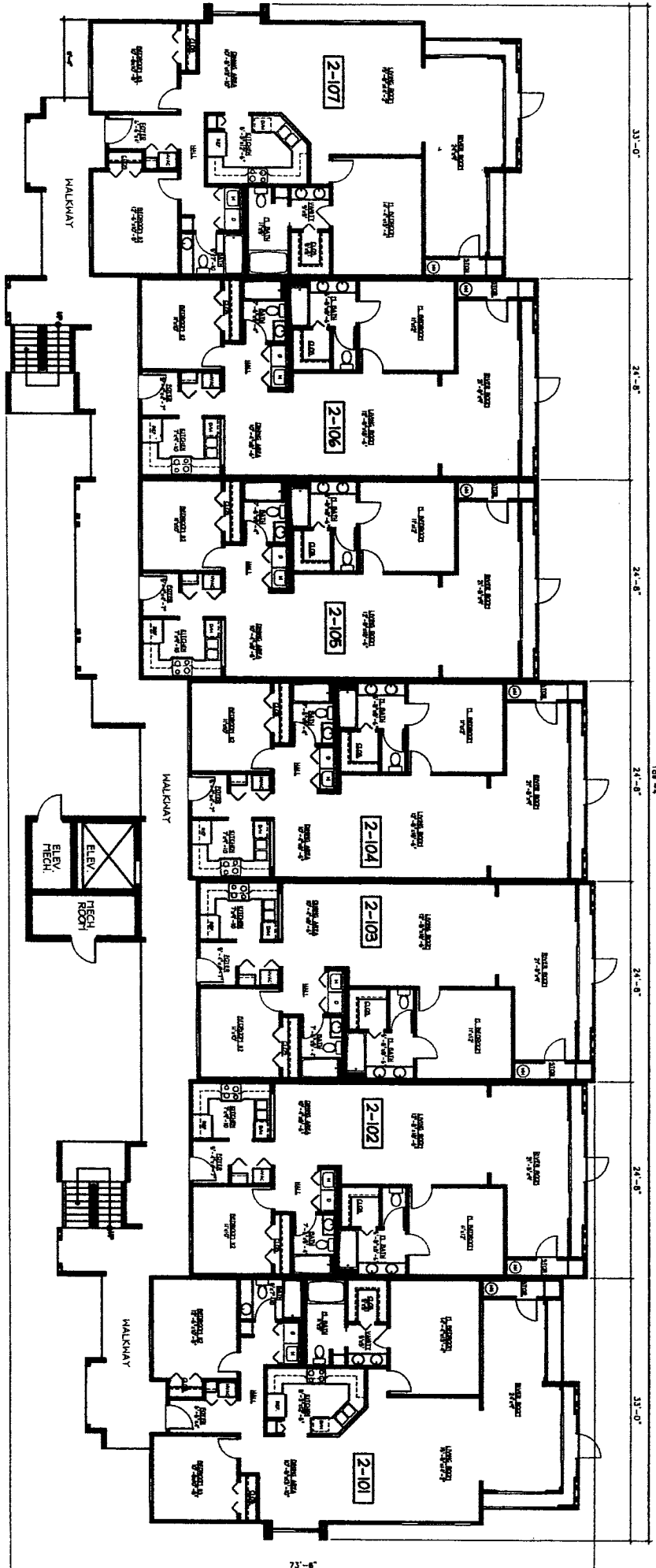
REAR ELEVATION  
BUILDING 2



LEFT SIDE ELEVATION  
BUILDING 2



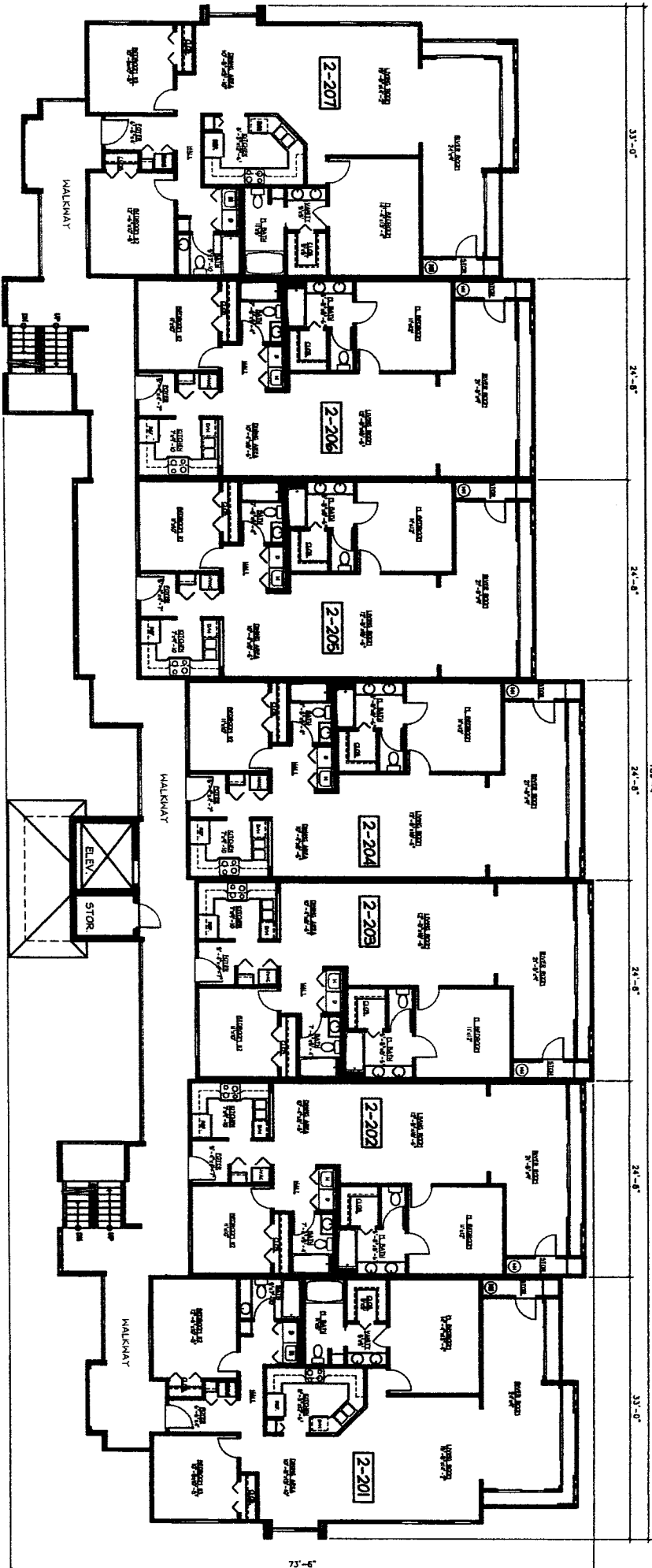
RIGHT SIDE ELEVATION  
BUILDING 2



FIRST FLOOR PLAN  
BUILDING 2

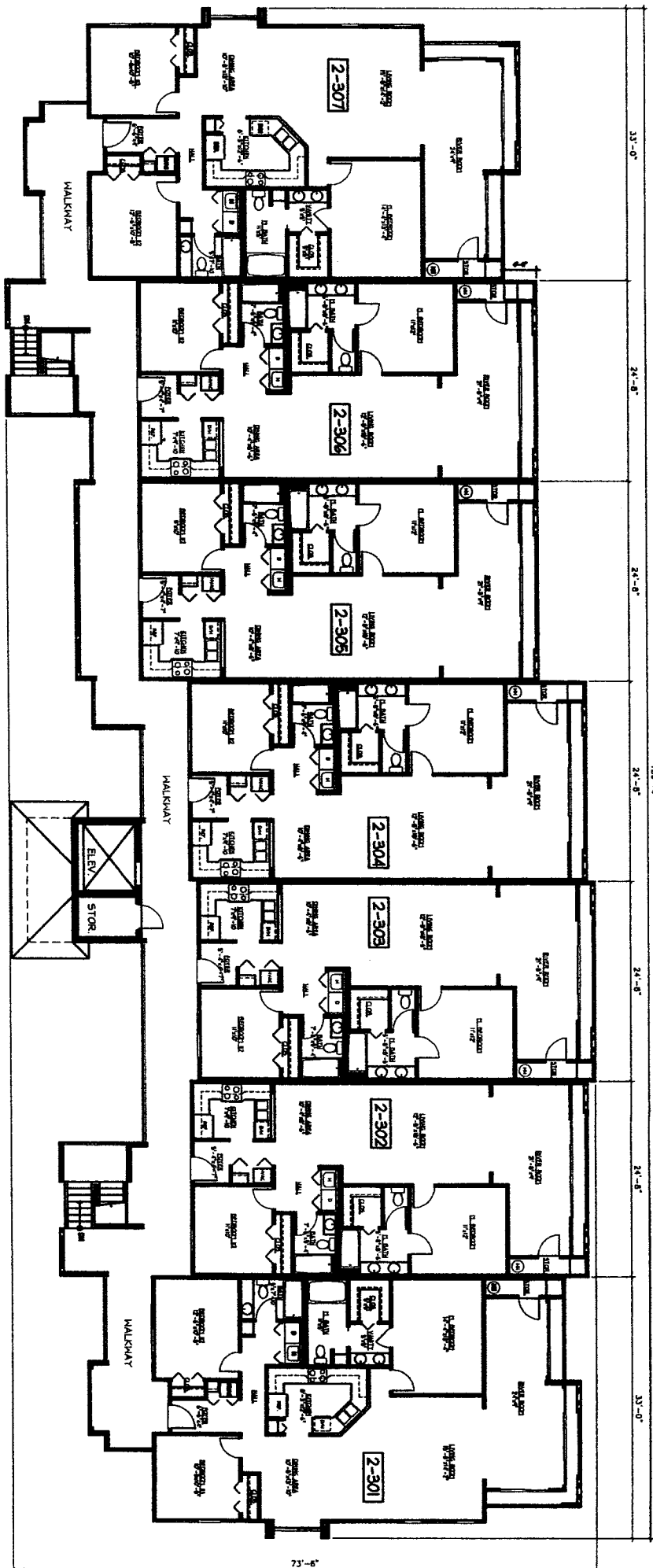
**SQUARE FOOTAGES**

TOTAL UNITS	9,410 SF
CORRIDOR AREA	1,770 SF
TOTAL-1st FL.	11,180 SF



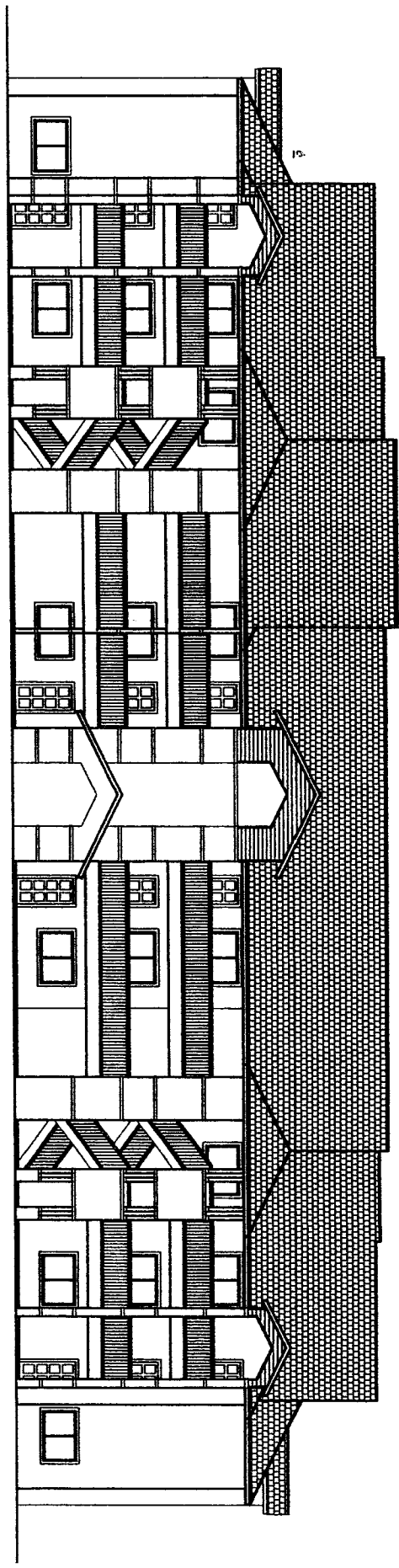
SECOND FLOOR PLAN  
 BUILDING 2

SQUARE FOOTAGES  
 TOTAL UNITS 9,400 SF  
 COMMON AREA 1,642 SF  
 TOTAL 2nd FL. 11,072 SF

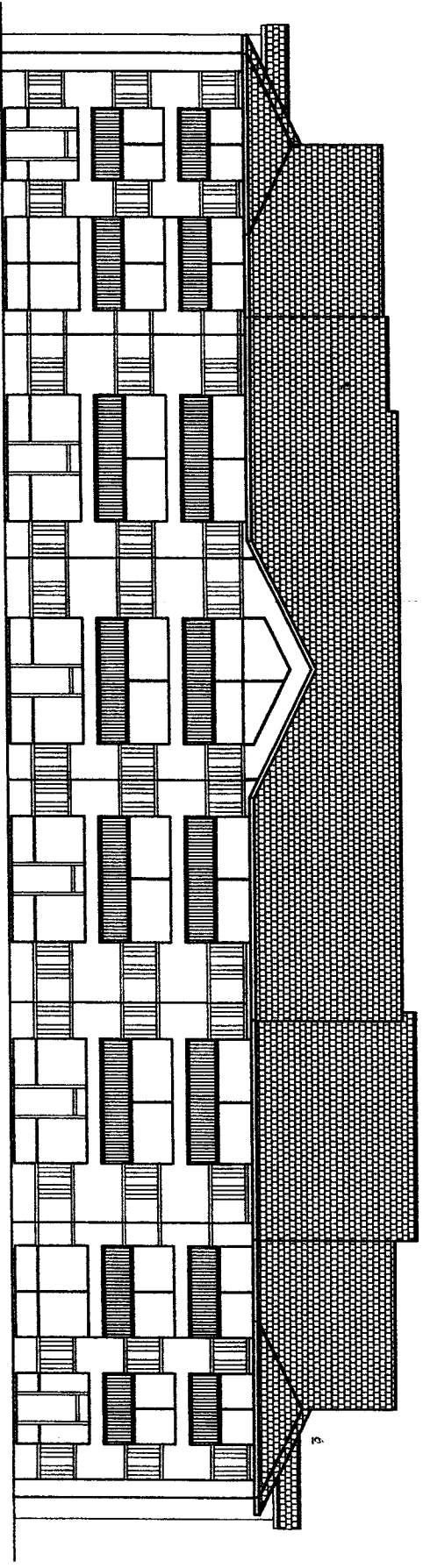


THIRD FLOOR PLAN  
BUILDING 2

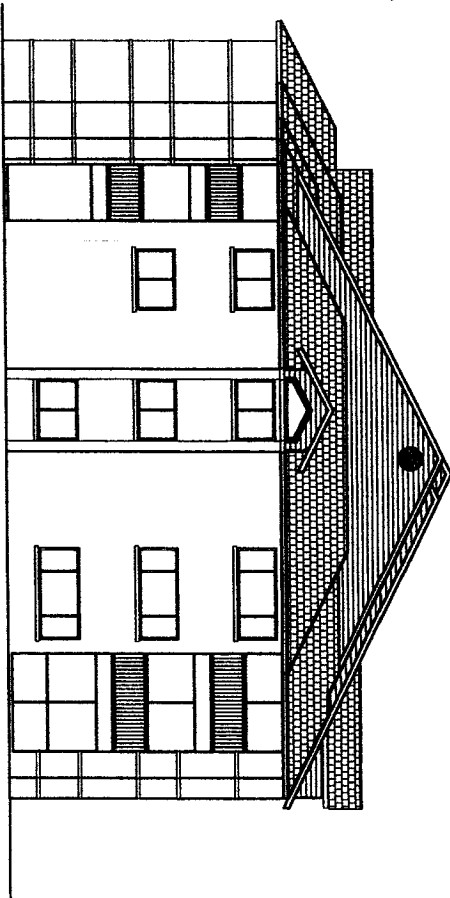
**SQUARE FOOTAGES**  
TOTAL UNITS 9,440 SF  
COMMON AREA 1,642 SF  
TOTAL-3rd FL. 11,072 SF



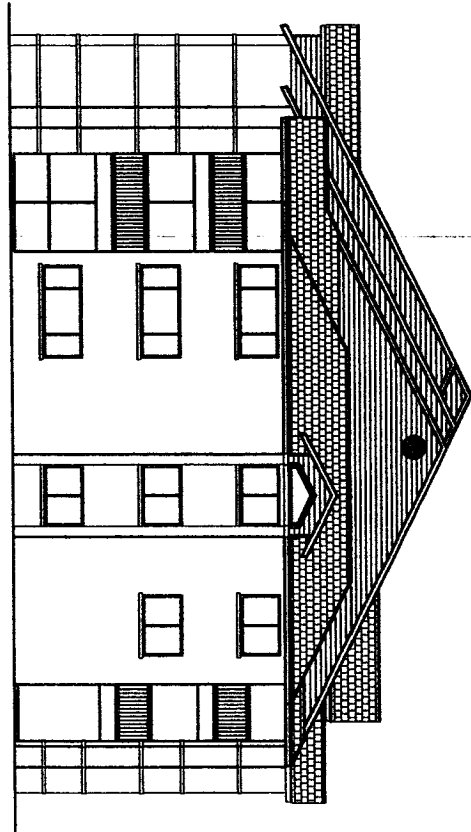
FRONT ELEVATION  
BUILDING 3



REAR ELEVATION  
BUILDING 3



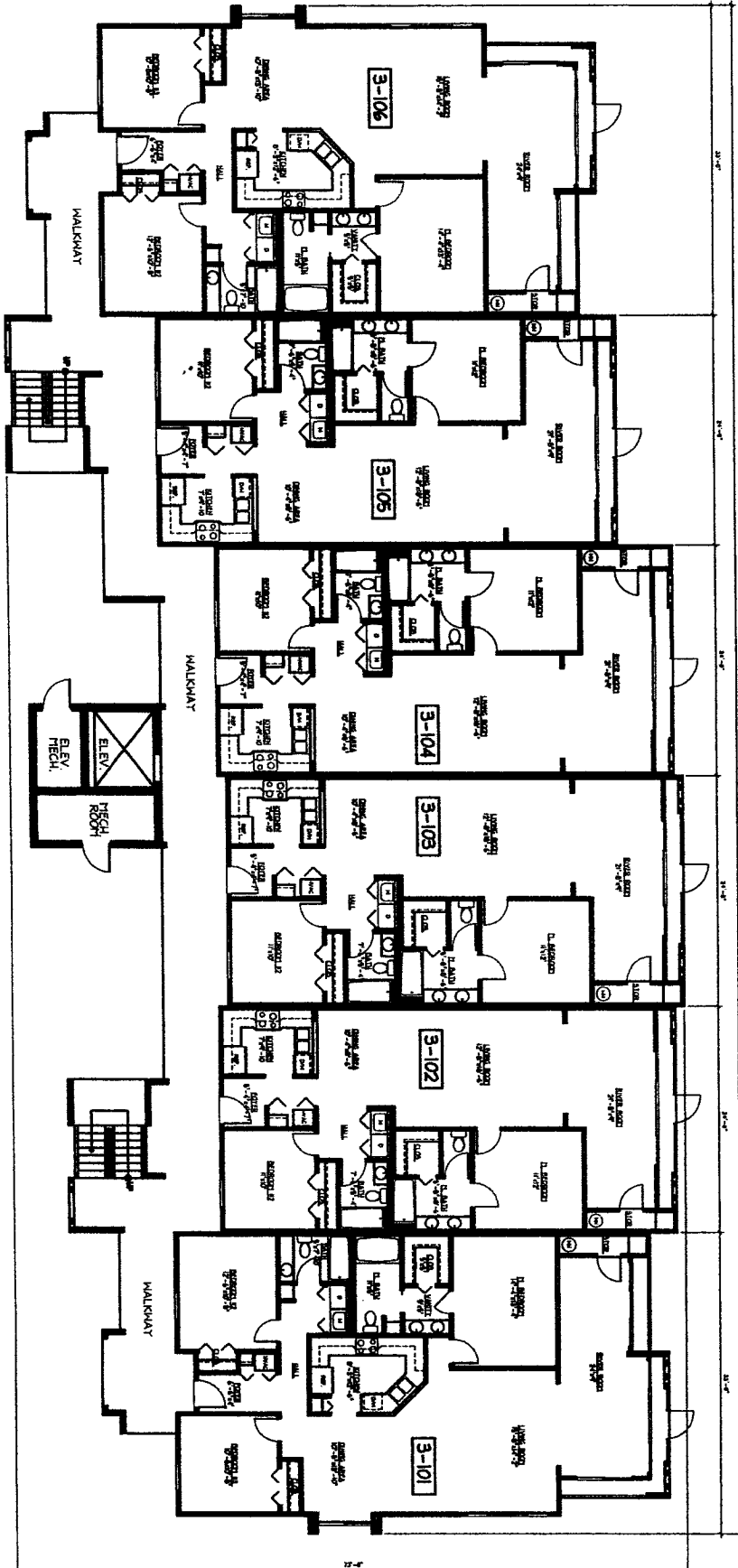
RIGHT SIDE ELEVATION  
BUILDING 3



LEFT SIDE ELEVATION  
BUILDING 3

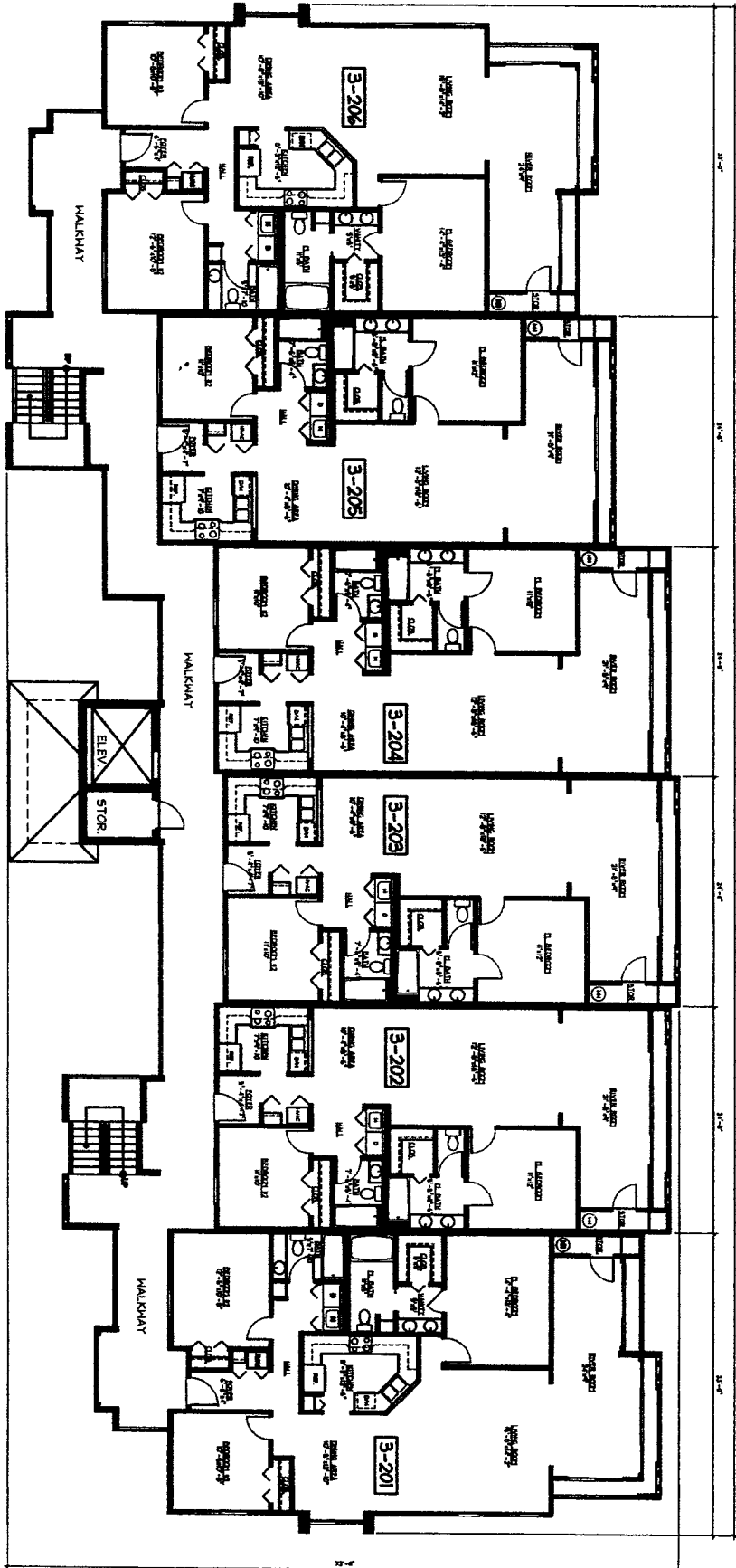


FIRST FLOOR PLAN  
BUILDING 3



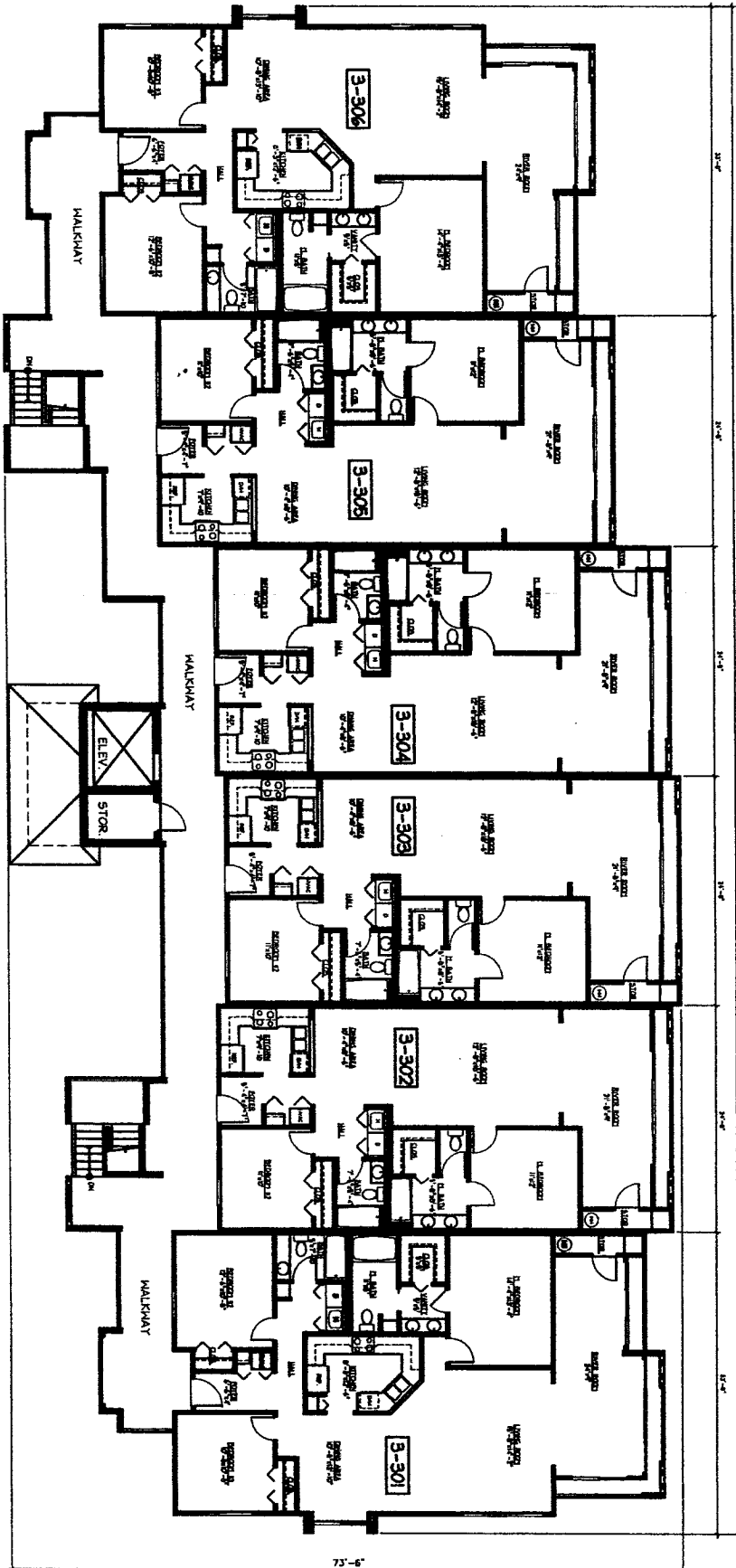
SQUARE FOOTAGES  
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CORRIDOR AREA 1,581 SF  
TOTAL-1st FL. 4,727 SF

SECOND FLOOR PLAN  
BUILDING 3

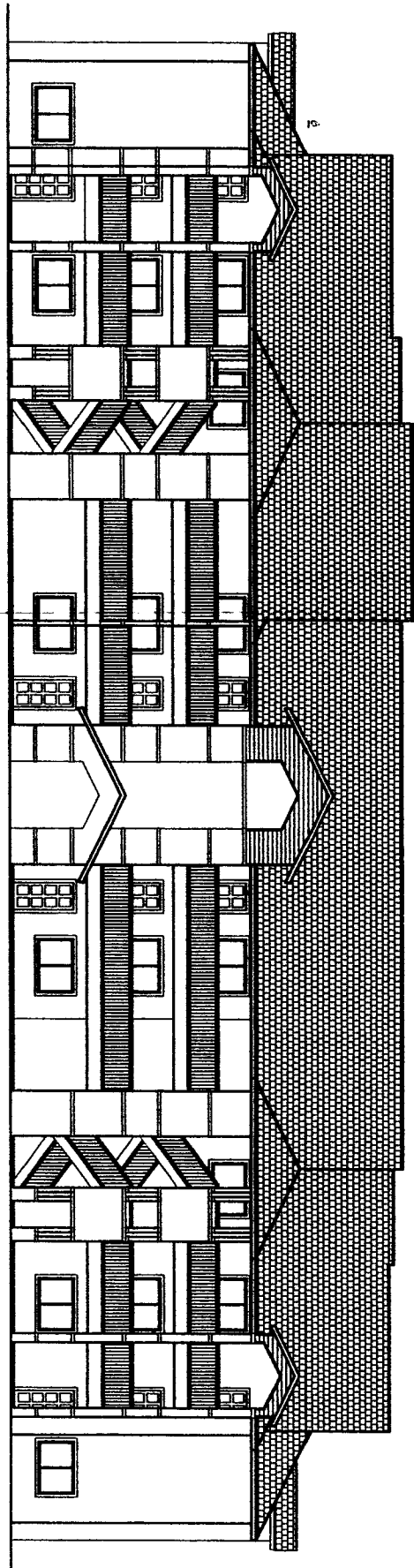


SQUARE FOOTAGES  
TOTAL UNITS 6,176 SF  
CORRIDOR AREA 1,464 SF  
TOTAL 2ND FL. 7,640 SF

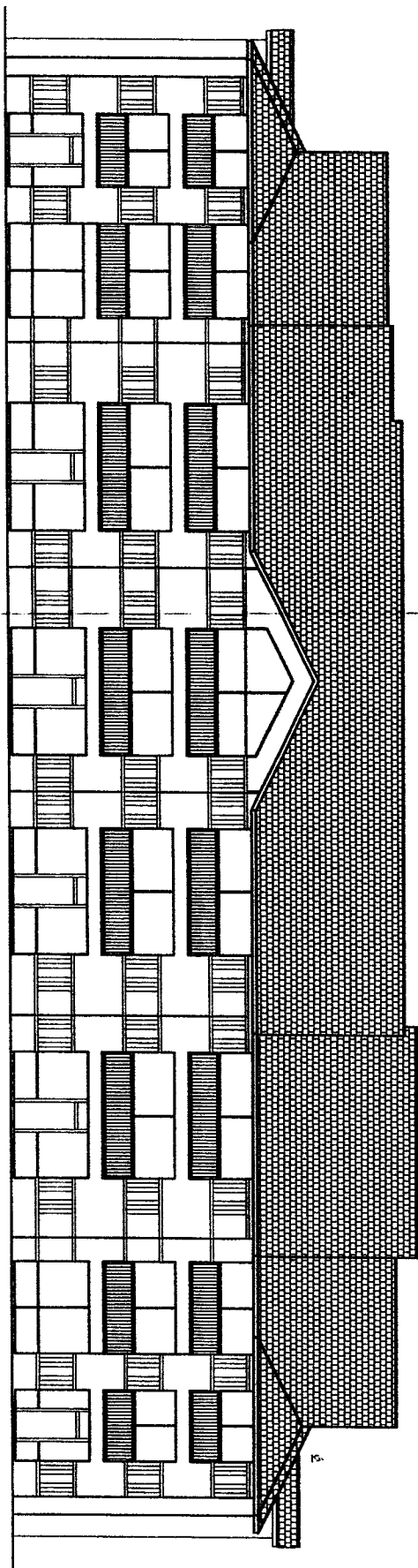
THIRD FLOOR PLAN  
BUILDING 3



SQUARE FOOTAGES  
TOTAL UNITS 9,176 SF  
CORRIDOR AREA 1,464 SF  
TOTAL 3RD FL. 9,639 SF



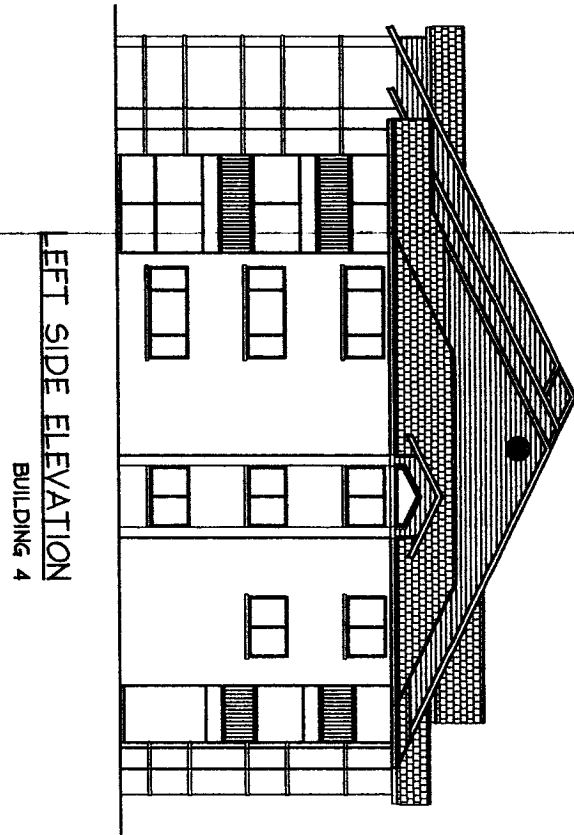
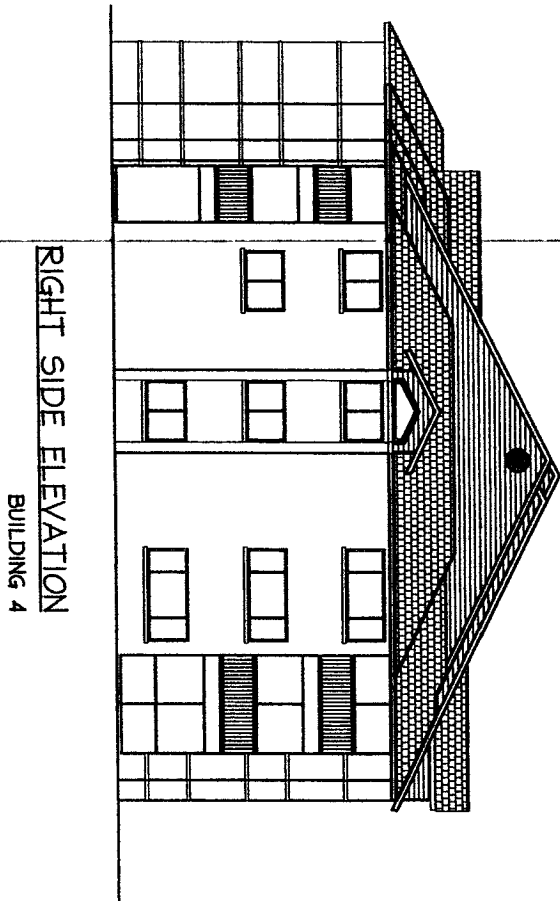
FRONT ELEVATION  
BUILDING 4



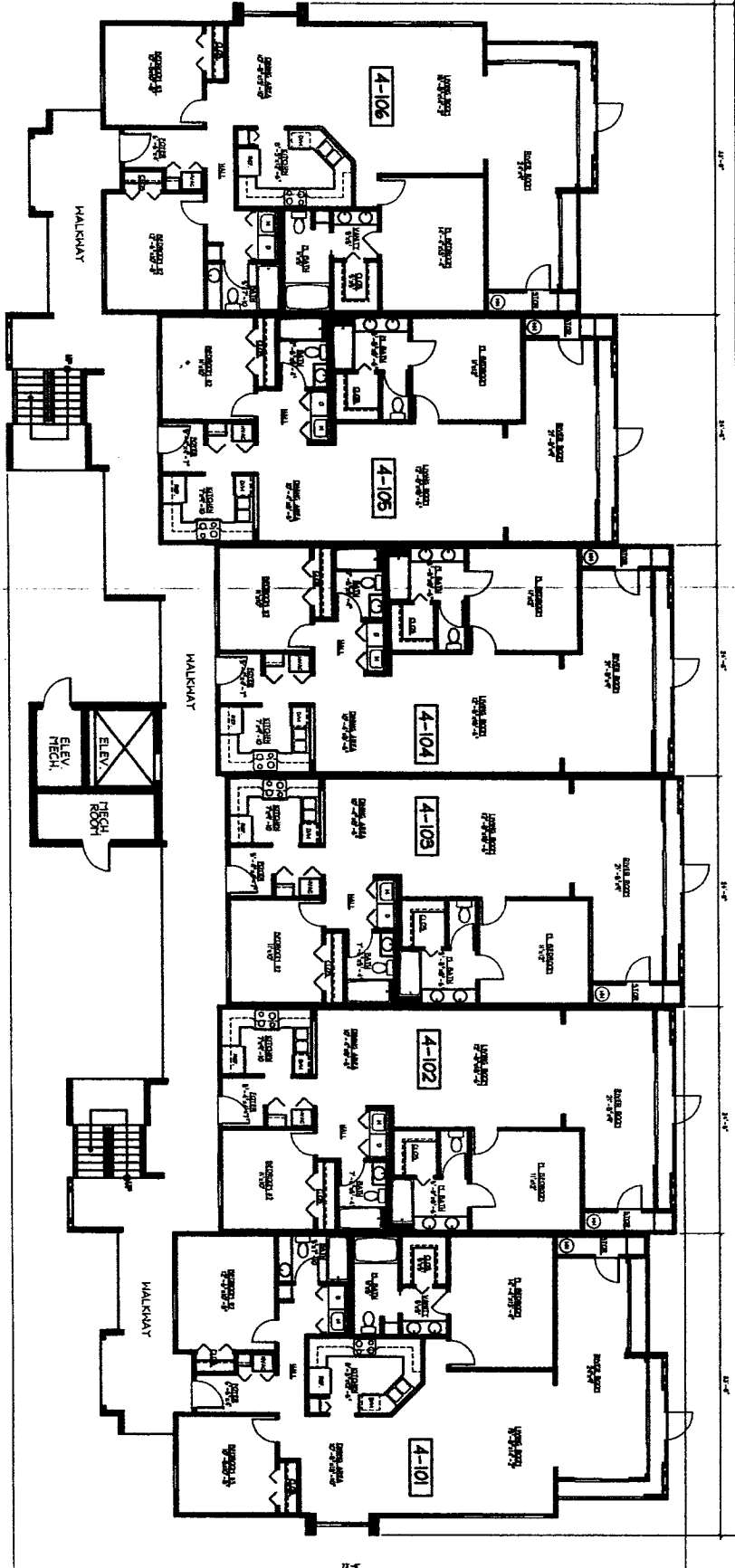
REAR ELEVATION  
BUILDING 4

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\* OFFICIAL RECORDS \*  
BK 1142 PG 1403

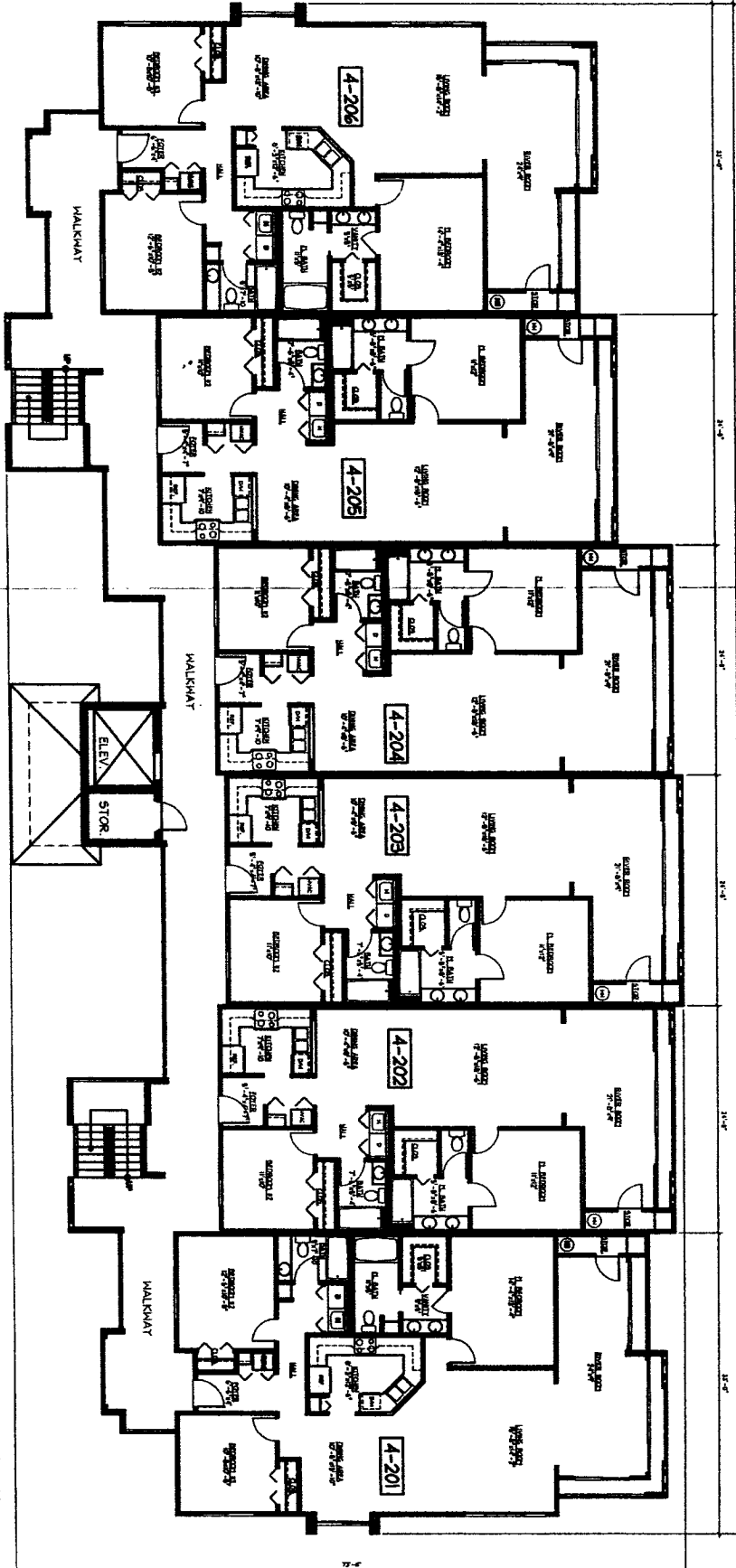


FIRST FLOOR PLAN  
BUILDING 4



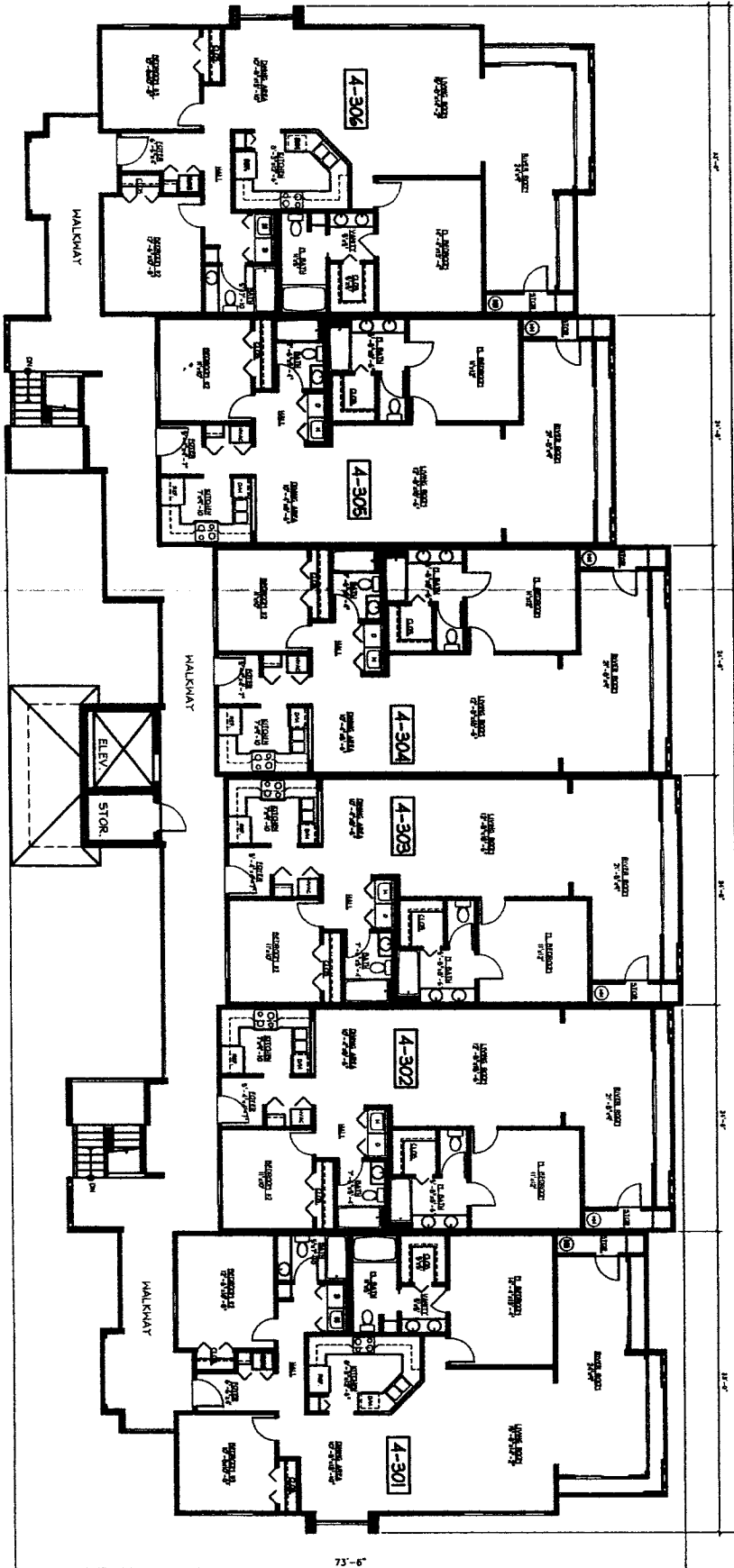
SQUARE FOOTAGES  
TOTAL UNITS 9,176 SF  
COMMON AREA 1,881 SF  
TOTAL-88 FL. 4,727 SF

SECOND FLOOR PLAN  
BUILDING 4



SQUARE FOOTAGES  
TOTAL UNITS 9,176 SF  
COMMON AREA 1,444 SF  
TOTAL-2nd FL. 9,620 SF

THIRD FLOOR PLAN  
BUILDING 4

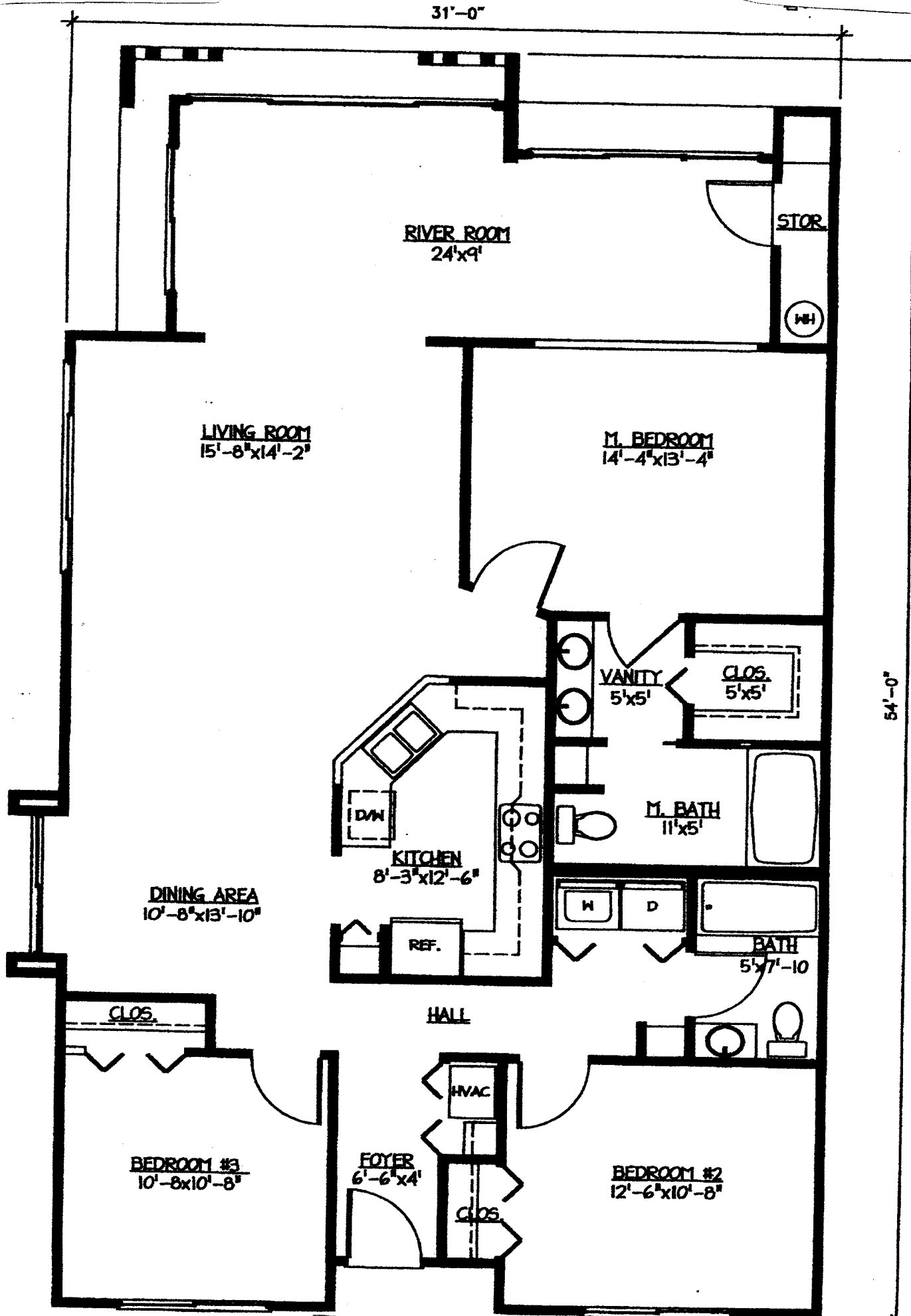


SQUARE FOOTAGES  
TOTAL UNITS 5,176 SF  
COMMON AREA 1,464 SF  
TOTAL 3rd Fl. 9,639 SF



\* OFFICIAL RECORDS \*  
BK 1142 PG 1407

FILE #: 0000614976  
Page 55 of 80

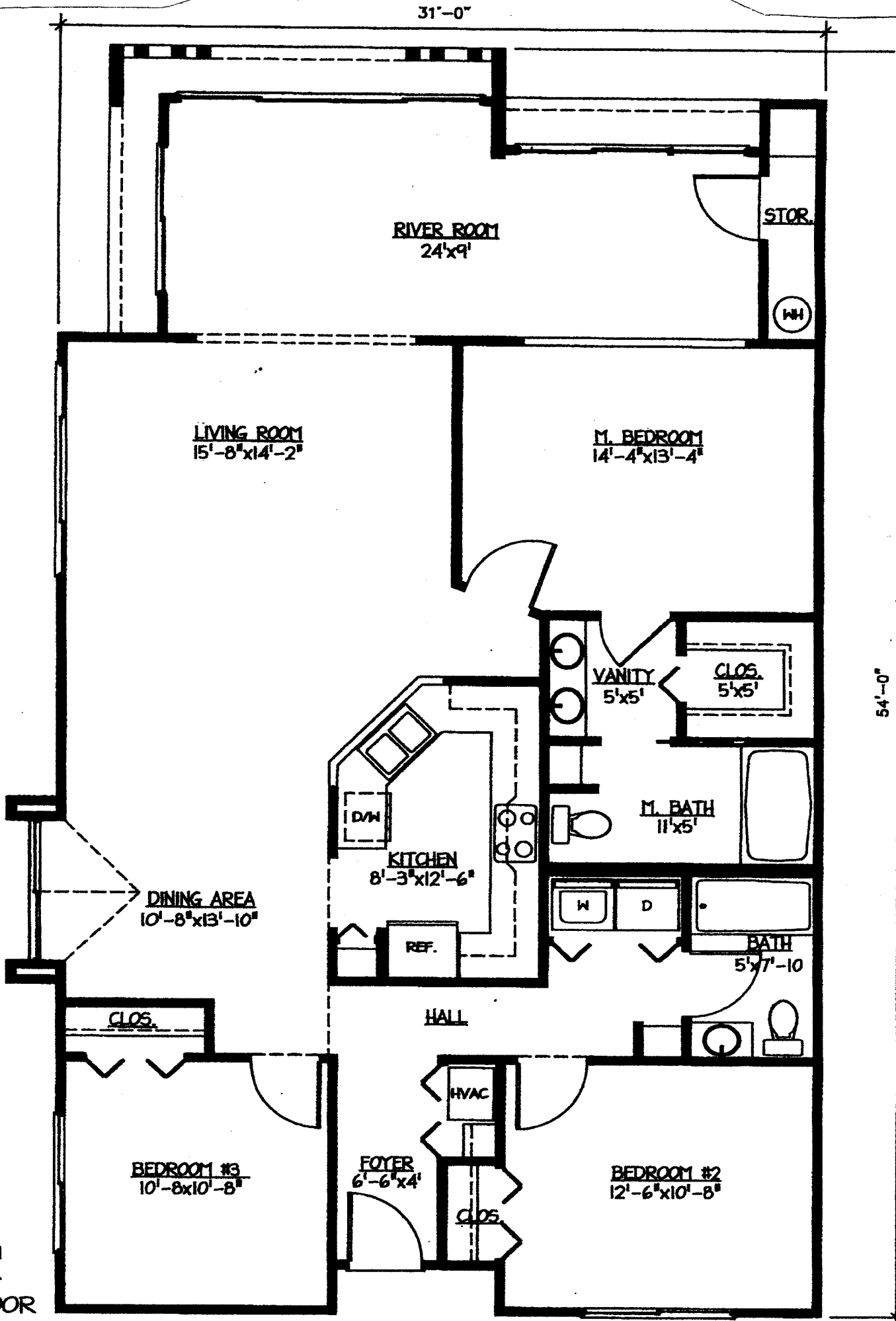


UNIT 'A'  
1st FLOOR

Exhibit D-4 Composite

\* OFFICIAL RECORDS \*  
BK 1142 PG 1408

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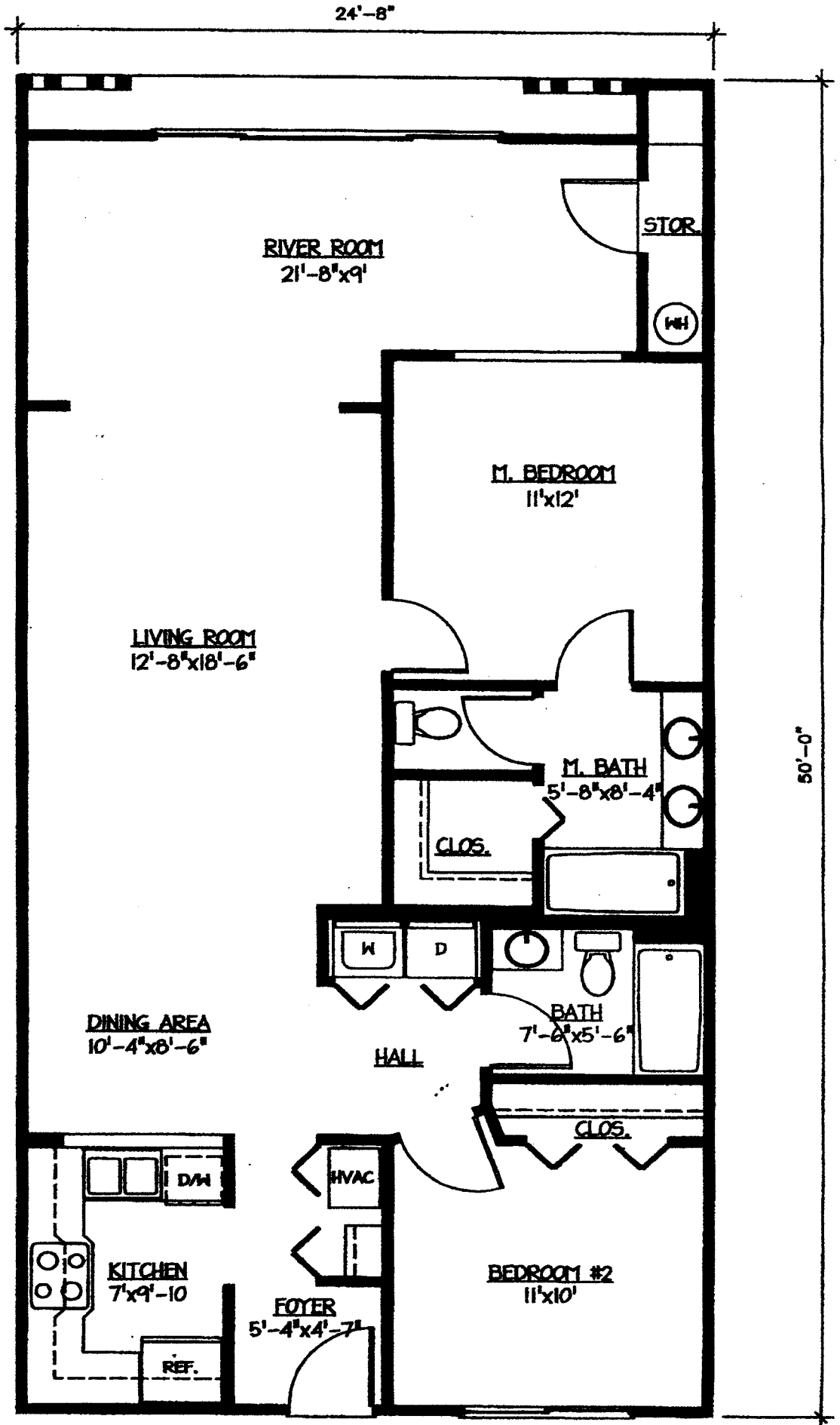
UNIT 'A'

2d & 3rd FLOOR

\* OFFICIAL RECORDS \*  
BK 1142 PG 1409

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UNIT 'B'  
ALL FLOORS



**ARTICLES OF INCORPORATION**  
**OF**  
**THE SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC**

The undersigned docs hereby associate itself for the purpose of forming a corporation not for profit as allowed by chapter 718 and Chapter 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, the undersigned certifies as follows.

**ARTICLE I**

**Name**

The name of the corporation shall be the SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal office located at Broad River Place, Welaka, FL. 32193.

**ARTICLE II**

**Purpose**

The purpose of which the Association is organized is to provide an entity pursuant to chapter 718, Florida Statutes, hereinafter called "The Condominium Act", for the operation of THE SPORTSMAN'S LODGE, A CONDOMINIUM, hereinafter referred to as "Condominium", to be created pursuant to the provisions of the Condominium Act.

**ARTICLE III**

**Powers**

The Powers of the Association shall include and be governed by the following provisions:

- 3.1 The Association shall have all the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation or The Condominium Act.
- 3.2 The Association shall have all the powers and duties set forth in The Condominium ACT and all the powers of duties reasonably necessary to operate the Condominium as originally recorded or as it may be amended from time to time.
- 3.3 All funds and titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions, of the Declaration of Condominium, these Articles in Corporation, and the By-Laws of the Association.

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- 3.4 The powers of the Association shall be subjected to and shall be exercised in accordance with the provisions of the Declaration of Condominium and By-Laws of the Association.
- 3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the unit owners as allowed by The Declaration of Condominium, including adequate assessments for the costs of maintenance and repair of the surface water or stormwater management system(s).
- 3.6 The Association shall have no power to declare dividends and no part of its net earnings shall inure to the benefit of any member or director of the Association or to any other private individual. The Association shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in any political campaign on behalf of any candidate for public office.
- 3.7 The Association, together with the Sportsman's Lodge Recreation Area Association, Inc., shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 42-107-46987-2 requirements and applicable District Rules, and shall assist in the enforcement of those provisions of the Declaration of Condominium which relate to the surface water or stormwater management system(s).
- 3.8 The Association shall have no capital stock.

#### ARTICLE IV

##### Membership

- 4.1 The members of the Association shall consist of all the record owners of units within the condominium as shown on the condominium plat thereof. Members may be individuals, partnerships, corporations, trusts or any other legally recognized entity. Each member shall designate a representative and an address which shall be furnished to the Association for purposes of Association mailings of all kinds, including notices and assessments.
- 4.2 Membership shall be acquired by recording in the Public Records of Putnam County, a deed or other instrument establishing record title to a unit in the Condominium, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated, provided, however, any party who owns more that one (1) unit shall remain a member of the Association as long as he shall retain title to or a fee ownership interest in any unit.
- 4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any member, except as an appurtenance to his unit.

- 4.4 On all matters upon which the membership of the Association shall be entitled to vote, each member shall be entitled to one (1) vote for each unit owned by the member. If any unit owner owns more than one (1) unit, said owner shall be entitled to the total number of votes which equal the total number of units owned. The votes for each unit shall not be divisible. Said votes may be exercised or cast in such manner as may be provided for in the Declaration of Condominium or the BY-Laws of the Association.
- 4.5 Developer shall be a member of the Association and shall be allowed the votes for each unit owned by the developer. Developer shall cease to be a member of the Association upon relinquishing title to all of the units owned by said Developer.

#### ARTICLE V

##### Term

The Association shall have perpetual existence or until dissolved as provided in the By-Laws or as provided by applicable law. In the event of dissolution, the responsibility for the operation and maintenance of the Common Elements, including the surface water and storm water management systems, must be transferred to and accepted by an entity which is approved by the Members and, in the case of storm water or surface water management systems, by the SJRWMD.

#### ARTICLE VI

##### Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are:

1. Alva C. Atkins, 13080 Mandarin Road, Jacksonville, Florida 32233
2. Michael Rourke, 4228 Wicks Branch Rd., St. Augustine, FL 32086-5566.

#### ARTICLE VII

##### Officers

These affairs of the Association shall be administered by a President, a Vice President and a Secretary/Treasurer and such other officers as the Board of Directors may from time to time designate. The Officers of the Association will be elected annually by the Board of Directors in accordance with the Association By-Laws. Any person may hold two (2) offices, excepting that the same person shall not hold the office President and Secretary/Treasurer. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

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1. President: Alva C. Atkins  
13080 Mandarin Road, Jacksonville, Florida 32233
2. Secretary / Treasurer: Michael Rourke  
4228 Wicks Branch Rd., St. Augustine, FL 32086-5566.

ARTICLE VIII

Directors

- 8.1 The Affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) directors.
- 8.2 Directors of the Association shall be elected by the annual meeting of the members in the manner provided by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws of the Association.
- 8.3 The directors named in these Articles shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. The successor directors need not be members of the Association.
- 8.4 Notwithstanding any provision herein to the contrary, Members of the Association other than the Developer shall be entitled to elect no less than one-third (1/3) of the Directors when Members other than Developer own fifteen percent (15%) or more of the Condominium Units that will be operated ultimately by the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the Directors upon the first to occur of the following:
  - (a) Three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or
  - (b) Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or
  - (c) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or
  - (d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
  - (e) Seven years after recordation of the Declaration of Condominium.
- 8.5 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

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Alva C. Atkins            13080 Mandarin Road, Jacksonville, Florida 32233  
Michael A. Rourke       4228 Wicks Branch Rd., St. Augustine, FL 32086-5566

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ARTICLE IX

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceedings or the settlement of any proceeding to which he may be party, or in which he may become involved by reason of his being or having been a director or officer of the Association at the time such expenses are incurred, except when a director or officer is adjudged guilty of willful misfeasance, malfeasance or nonfeasance, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such officer or director may be entitled

ARTICLE X

By-Laws

The Association Board of Directors shall adopt By-Laws governing the conduct of the affairs of the Association. The Association shall have the right to alter, amend or rescind the By-Laws in accordance with the provisions of the By-Laws and Chapters 607, 617 and 718 Florida Statutes, as amended from time to time.

ARTICLE XI

Amendment of Articles

These Articles of Incorporation shall be amended in the following manner:

- 11.1 Notice of the subject matter of a proposed settlement shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- 11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than one-third (1/3) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, the Board shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in



person at the meeting considering the amendment may express their approval or disapproval in writing provided such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as provided herein, such approval must be by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

- 11.3 Provided, however, that no amendment shall make any changes in the qualification for membership nor the voting rights of the members, nor any change in Article 3.3, without approval in writing by all members and the joinder of all record owners of mortgages on units. Nor shall any amendment be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of Developer so long as it shall own any units in the Condominium.

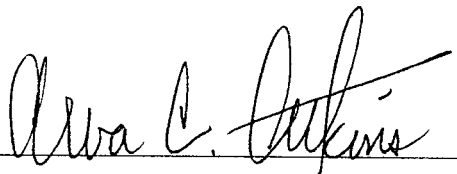
ARTICLE XII

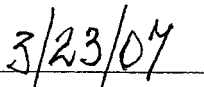
Resident Agent

Alva C. Atkins, whose residence address is 13080 Mandarin Road, Jacksonville, Florida 32233, is appointed Resident Agent for service of process for this corporation, subject to the right of the corporation to change its Resident Agent or registered office in the manner provided by Florida law.

ACCEPTANCE BY REGISTERED AGENT

Alva C. Atkins having been named as the registered agent in the foregoing Articles of Incorporation does hereby agree to act in such capacity and to maintain the office location specified herein and to comply with the laws of the State of Florida relative to such position.

  
\_\_\_\_\_  
Alva C. Atkins

  
\_\_\_\_\_  
Date

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IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 23 day of MAR, 2007.

Alva C. Atkins

Alva C. Atkins

**\* OFFICIAL RECORDS \*  
BK 1142 PG 1416**

Michael A. Rourke

Michael A. Rourke

STATE OF FLORIDA

COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, personally appeared Alva C. Atkins and Michael A. Rourke who, after being duly sworn, acknowledge that they executed the foregoing Articles of Incorporation for the purposes therein expressed this 23 day of MARCH, 2007.

Mary Lynne DuPont  
NOTARY PUBLIC

Name of Notary:

Commission Number:

My Commission Expires:



Mary Lynne DuPont  
MY COMMISSION # DD288488 EXPIRES  
June 2, 2008  
BONDED THRU TROY FAIN INSURANCE, INC.

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**BY-LAWS**  
**Of**  
**SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC.**

A Florida Corporation Not-For-Profit

These are the By-Laws of Sportsman's Lodge Condominium Association, Inc. hereinafter called "Association." a corporation not for profit, incorporated under the laws of the State of Florida. The Association has been organized for the purpose of administering one (1) condominium created pursuant to Chapter 718, Florida Statutes, as amended, (hereinafter called the "Condominium Act").

**Section 1.**     **Association**

- 1.1     Office. The Office of the Association shall be at Broad River Place, Welaka, Florida 32193, or such other place as shall be selected by a majority of the Board of Directors.
- 1.2     Fiscal Year. The fiscal year of the Association shall be the calendar year.
- 1.3     Seal. The seal of the Association shall be in circular form having within its circumference the words: "Sportsman's Lodge Association, Inc, a not for profit corporation." The seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.
- 1.4     Terms. All terms used herein shall have the same definitions as attributed to them in the Declaration of Condominium of Sportsman's Lodge, a Condominium, hereinafter referred to as the "Declaration of Condominium", or in the Condominium Act.

**Section 2.**     **Members**

- 2.1     Qualification. The members of the Association shall consist of all persons owning a vested present interest in the fee title to any Condominium Parcel in Sportsman's Lodge, a Condominium.
- 2.2     Membership. Membership in the Association shall be established by recording in the public Records of Putnam County, Florida, a deed or other instrument establishing a record title to a Condominium Parcel, and delivery to the Association of a certified copy of such instrument. The named grantee shall immediately become a member of the Association. The membership of a prior owner of the same condominium parcel shall be

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terminated upon delivery to the Association of a certified copy of the deed or other instrument as aforesaid. The sole owner of a condominium parcel or the owner designated as set forth in Section 2.3 below is hereinafter referred to as "Voting Member."

- 2.3 Designation of Voting Representative. If a condominium parcel is owned by more than one (1) person, the unit owner entitled to cast the vote appurtenant to the condominium parcel shall be designated by the owners of a majority interest in the condominium parcel. A Voting Member must be designated by a statement filed with the Secretary of the Association, in writing, signed under oath by the owners of a majority interest in a condominium parcel as the person entitled to cast the vote for all such members. The designation may be revoked and substitute voting member designated at any time at least five (5) days prior to any meeting and no vote shall be cast at such meeting by or for said unit owner(s).
- 2.4 Restraint Upon Alienation of Assets. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to his condominium parcel.

**Section 3. Members' Meetings.**

- 3.1 Place. All meetings of the members of the Association shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.
- 3.2 Membership List. At least 14 days before every election of directors, a complete list of the Voting Members of the Association, arranged numerically by unit number, shall be prepared by the Secretary. Such list shall be kept at the office of the Association and shall be open to examination by any member at any such time.
- 3.3 Regular Meetings. Regular meetings of the members of the Association shall be held at least once per year and shall be scheduled on such dates and times as the Board of Directors shall establish.
- 3.4 Special Meetings.
- (a) Special meetings of the members for any purpose may be called by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or a majority of the voting members. Such request shall state the purpose of the proposed meeting. Notwithstanding the foregoing, a special meeting of the members to recall or remove a member or members of the Board of Directors may be called as provided in Section 4.5, and a special meeting of the members may be called as provided in Section 9.4.
- (b) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

- 3.5 Notice. Written notice of every meeting, special or regular, of the members of the Association, stating the time, place and object thereof, shall be delivered or mailed to each Voting Member at such member's address as shown in the books of the Association at least 14 days prior to such meeting. Additionally, notice of all meetings shall be posted conspicuously on the condominium property at least fourteen (14) days prior to the meeting. Unless a Voting Member waives in writing the right to receive notice of an annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Voting Member. An officer of the Association shall provide an affidavit, to be included in the Official Records of the Association, affirming that notices of the Association meeting were mailed or hand delivered, in accordance with these provisions, to each Voting Member at the address last furnished to the Association.
- 3.6 Participation. All members shall be entitled to participate in any meeting of the Association but only Voting Members shall have the right to vote on any matter brought before such meeting.
- 3.7 Proxies. At any meeting of the members of the Association the Voting Member shall be entitled to vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. No proxy shall be valid unless it is filed with the Secretary at least five (5) days prior to a meeting, nor shall any proxy be valid unless it is granted to a person who is a unit owner. No proxy vote may be cast on behalf of a Voting Member who is present at a meeting. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.
- 3.8 Vote Required to Transact Business. When a quorum is present at any meeting, a majority of voting interests represented at the meeting shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of the Condominium Act or the Declaration of Condominium, Articles of Incorporation or these By-Laws (hereinafter "Condominium Documents"), the express provision shall govern and control the number of votes required.
- 3.9 Quorum. Fifty-one percent (51%) of the voting interests of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or the Condominium Documents. If a quorum is present at any meeting, the Voting Members may continue the meeting from time to time, without notice other than announcement at the meeting. Any business may be transacted at the continuation of any adjourned meeting which would have been transacted at the meeting called.

**Section 4. Directors.**

- 4.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) and not more than five (5) Directors; provided there shall at all times be an odd number of Director position. Initially there shall be three Directors, as named

in the Association's Articles.

4.2 Terms. The term of office for each Director position shall be determined as follows:

(a) The Initial Directors named in the Articles shall serve until the first annual meeting of the Members.

(b) At that first annual meeting of the Members, a new Board of three Directors will be elected, which may include some or all of the Initial Directors, as follows:

- (i) One Director shall be elected to serve for three years;
- (ii) One Director shall be elected to serve for two years; and
- (iii) One Director shall be elected to serve for one year.

(c) Thereafter, at each annual meeting of the Members, a new Director shall be elected to fill the vacancy created by reason of the expiration of the term which expires in that year, and the term of each Director shall be three years so as to retain the staggered terms of the three original Director positions.

(d) In the event additional Directors are elected (adding the fourth and fifth Director positions), those fourth and fifth Directors shall be elected as follows:

- (i) The fourth Director position to be created will have a three-year term initially and thereafter; and
- (ii) The fifth Director position to be created will have a two-year term initially and a three-year term thereafter so as to provide a staggered term relative to the term of the fourth director

(e) In the event more than one Director position comes up for election by the Members at the same annual meeting, and in the event those positions have different terms, then the candidate who receives the highest number of Member votes shall be elected to the Director position with the longest-running term, and so on.

4.3 Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 Election and Designation of Directors. Election and designation of Directors shall be conducted in the following manner:

(a) Directors must be members of the Association, and each Director shall be elected and designated at the annual meeting of the members.

(b) The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected to the Board of Directors.

(c) Members other than the Developer of the Condominium shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors when members other than the Developer own fifteen percent (15%) or more of the condominium parcels that will be operated ultimately by the Association. Members other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors upon the earliest to occur of the following:

(i) Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(ii) Three (3) months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(iii) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(iv) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(v) Seven years after recordation of the Declaration of Condominium.

(d) Prior to the occurrence of any of the events described in subparagraphs (i) through (v) of 4.4.(c), the Developer shall have the right to designate a majority of the members of the Board of Directors.

(e) The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the condominium parcels.

4.5 Removal. Subject to the provisions of Section 718.301, Florida Statutes, as amended, directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the

members to recall a. director or directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of unit owners, which notice shall state the purpose of the meeting.

(a) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective as provided herein. The board shall duly notice and hold a board meeting within 5 full business days of the adjournment of the unit owner meeting to recall one or more board members. At the meeting, the board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall, within five (5) full business days, turn over to the Board of Directors any and all records and property of the association in their possession, or shall proceed as set forth in subparagraph (c) below.

(b) If the proposed recall is by an agreement in writing by a majority of all voting interests the agreement in writing or a copy thereof shall be served on the association by certified mail or by personal service in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure. The board shall duly notice and hold a board meeting within 5 full business days of the after receipt of the agreement in writing. At the meeting, the board shall either certify the written agreement to recall, in which case such member or members shall be recalled effective immediately and shall, within five (5) full business days, turn over to the Board of Directors any and all records and property of the association in their possession, or proceed as set forth in subparagraph (c) below.

(c) If the Board of Directors determines not to certify the written agreement to recall a member or members of the Board of Directors, or does not certify the recall by vote at a meeting, the Board of Directors shall, within five (5) full business days after the board meeting, file with the division a petition for binding arbitration pursuant to the procedures of Section 718.1255, Florida Statutes. For purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board of Directors, the recall shall be effective upon mailing of the final order of arbitration to the Association. If the association fails to comply with the order of the arbitrator, the division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

(d) If the board fails to duly notice and hold a board meeting within 5 full business days of service of an agreement in writing or within 5 full business days of the adjournment of the unit owner recall meeting, the recall shall be deemed effective and the board members so recalled shall immediately turn over to the board any and all records and property of the association.

(e) If a vacancy occurs on the board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, consistent with the provisions of paragraph 4.3 hereof. If vacancies occur on the board as a result of a recall and a majority or more of the board members are removed, the vacancies shall be filled in accordance with procedural rules



adopted by the division.

\* OFFICIAL RECORDS \*  
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4.6 Powers and Duties of Board of Directors. All of the powers and duties of the Association under the Condominium Act and the Condominium Documents shall be exercised by the Board of Directors, or its delegate, subject only to approval by unit owners and institutional mortgagees when such approval is specifically required. The powers and duties of the Board of Directors shall include, but shall not be limited to the following:

(a) Access. To make and collect assessments against members to pay the common expenses and the expenses incurred by the Association including the power to make assessments and assess members for capital improvements and replacements.

(b) Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

(c) Maintain. To maintain, repair, replace and operate the Condominium.

(d) Purchase. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

(e) Insure To insure and keep insured the condominium property.

(f) Enforce. To enjoin or seek damages from the unit owners for violation of these By-Laws and the terms and conditions of the Declaration of Condominium.

(g) Employ. To employ and contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

4.7 Annual Statement. The Board of Directors will present a full and clear statement of the business and condition of the association at the annual meeting of the members.

4.8 Compensation. The Board of Directors shall not be entitled to any compensation for service as Directors.

**Section 5. Directors' Meetings.**

- 5.1 Organizational Meetings. The first meeting of each new Board of Directors elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting.
- 5.2 Regular Meetings Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be posted conspicuously on the condominium property and shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, except in an emergency.
- 5.3 Special Meetings Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of two (2) Directors.
- 5.4 Adjourned Meetings If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.
- 5.5 Quorum. A quorum at a Board of Directors meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents.
- 5.6 Presiding Officer . The presiding officer at each Board of Directors meeting shall be the President of the association, if present. In the absence of the President, the Directors present shall designate one (1) of their number to preside.
- 5.7 Open Meetings. Meetings of the Board of Directors shall be open to all Unit Owners.
- 5.8 Assessments. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

#### **SECTION 6. Officers.**

- 6.1 Officers. The executive officers of the Association shall be a President, Secretary and Treasurer, each of whom shall be elected at the annual meeting of the Board of Directors. Any two (2) of said offices may be held by any one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The Board of Directors may from time to time appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by the Board of Directors.

- 6.2 Qualification. Only Unit Owners may be entitled to hold an office. The President and Secretary must also be members of the Board of Directors. No other officer need be Directors.
- 6.3 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of two-thirds (2/3) of the Voting Members of the Association.
- 6.4 The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and of the Board of Directors; he shall be an ex-officio member of all standing committees; he shall have general management of the business of the Association; and he shall see that all orders and resolutions of the Board of Directors are carried into effect.
- 6.5 The Secretary. The Secretary shall keep the minutes of the members meetings and of the Board of Directors meetings in one or more books provided for that purpose; he shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; he shall be the custodian of the corporate records and of the seal of the Association; and he shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.
- 6.6 The Treasurer. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Directors or these By-Laws; he shall disburse the funds of the corporation as ordered by the Board of Directors, taking proper vouchers for such disbursements; and he shall render to the President and Directors at the regular meetings of the Board of Directors, an account of all his transactions as Treasurer, and of the financial condition of the Association.
- 6.7 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote, may choose a successor or successors who shall hold office for the unexpired term.
- 6.8 Resignations Any Director or officer may resign his office at any time. Such resignation shall be made in writing, and shall take effect at the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

**Section 7. Approval By Voting Members.**

- 7.1 The Association shall act through its Board of Directors except where an affirmative vote of the Voting Members of the Association is required by the terms of the Condominium Documents.

- 7.2 The affirmative vote of a majority of the Board of Directors shall be sufficient to decide any question brought before such Board.

**Section 8. Conduct of Meeting**

All meetings of the Members and of the Board of Directors shall be governed by Roberts' Rule of Order, as revised from time to time.

**Section 9. Fiscal Management.**

The provisions for fiscal management set forth in the Declaration of Condominium are supplemented by the following provisions:

- 9.1 **Accounts.** The funds and expenditures of the Association shall be credited and charged to the appropriate account as set forth below.
- (a) **Current Expenses.** All funds to be expended during the year for the maintenance of the common elements and the operation of the Association shall be held in the current expense account. Any balance in this fund at the end of each year may be used to pay common expenses incurred in any successive year or may be placed in the reserve fund account.
- (b) **Reserve Fund Account.** All funds to be expended for replacement, acquisition and repair of capital improvements which are a part of the common elements of the condominium, and for working capital of the Association, shall be held in the reserve fund account. In addition to the amounts reserved in the annual budget for such purposes, as provided in paragraph 9.2 below, with each conveyance of a Unit to a new Owner of that Unit, including the original conveyance by the Developer to the original Unit Owner and all subsequent conveyances of that Unit by the original Owner and his successors to new Owners, each such Owner shall pay an amount to the Association equal to two times the then current monthly assessment charge for such Unit, to be placed and held in the Association's Reserve Fund.
- 9.2 **Budget.** The Board of Directors shall adopt a projected operating budget for each calendar year, which shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504 (21), Florida Statutes, as amended. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.
- 9.3 **Assessments.** Assessments against individual unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made, in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses

and for all of the unpaid operating expenses previously incurred. One-twelfth (1/12) of each unit's assessment shall be due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until charged by an amended assessment. The budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. The Board of Directors shall have the power to levy special assessments for unanticipated expenditures.

- 9.4 Notice. A copy of the proposed annual budget of Common Expenses, together with a notice of meeting, shall be mailed to the Unit Owners not less than 14 days prior to the meeting at which the budget will be considered. The Unit Owners shall be given written notice of the time and place at which the meeting of the Board of Directors to consider the budget shall be held and such meeting shall be open to the unit owners. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115 percent of the assessments for the preceding year, the Board of Directors, upon written application of 10 percent of the voting interests to the board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days' written notice to each unit owner. At the special meeting, Unit Owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all the voting interests in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property, shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

- 9.5 Depository. The funds of the Association will be deposited in such financial institution(s) as shall be designated from time to time by the Board of Directors. Withdrawals of funds from such accounts shall be only by drafts signed by such persons as authorized by the Board of Directors.

## **Section 10. Rules and Regulations**

- 10.1 As to Common Elements. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing the operation, use, maintenance, management and control of the common elements of the Condominium. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted by the Board of Directors. Any rules and

regulations adopted pursuant hereto shall be reasonable and non-discriminatory.

10.2 As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium parcels; provided, however, that copies of such rules and regulations are furnished to each owner of a condominium parcel prior to the time the same shall become effective. Where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property. Any rules and regulations adopted pursuant thereto shall be reasonable and non-discriminatory.

10.3 Initial Rules and Regulations The initial rules and regulations hereinafter enumerated shall apply to and be binding upon all unit owners. The unit owners shall at all times observe the rules and regulations and shall have the responsibility of seeing that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. The initial rules and regulations are as follows:

(a) The units shall be used only for residential purposes and to provide temporary lodging.

(b) Unit owners shall not use or permit the use of their premises in a manner to create excessive noise, excessive vibration or other results which may be deemed to be obnoxious activity.

(c) Common elements shall not be obstructed, littered, defaced or misused in any manner.

(d) No structural changes or alterations shall be made in any unit, or to any of the common elements, except as provided in the Declaration of Condominium.

(e) All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference and apply to all members of the Association.

(f) Nothing shall be hung, or displayed on the outside of walls of a building, and no sign, awning, canopy, shutter or radio television or satellite antenna shall be affixed to or placed upon the exterior walls or roof, or any other part of the condominium property thereof, except with the approval of the Board of Directors, provided, however, that each Unit Owner may have a sign on or about the entrance way of his Unit with letters which do not exceed two (2) inches in height. All signs must be approved by the Association.

(g) Complaints regarding maintenance shall be made in writing to the Board of Directors.

(h) There shall not be kept in any unit any flammable, combustible or explosive fluid, material, chemical or substance except for normal office use.

(i) In case of any emergency originating in or threatening any of the units, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry in the event any such emergency shall be immediate. To facilitate entry in the event of any such emergency, each unit owner, if required by the Association, shall deposit a key to his unit with the Association.

(j) No unit owner shall make any adjustments of any nature whatsoever to any of the equipment located on the common elements without first obtaining the permission of the Association.

(k) No Unit Owner shall use or allow any units to be used for any type activity which would allow animals to be housed or cared for, temporarily or permanently, in a commercially related activity. No Unit Owner will allow their animals to roam free, unleashed, or to cause a nuisance.

(l) No unit owner shall use or allow others to use the portico, entry areas, patios or deck areas for storage.

**Section 11. Default.**

- 11.1 **Foreclosure.** In the event a unit owner does not pay any sums, charges or assessments required to be paid to the Association within 15 days from the due date, the Association, acting in its own behalf or through its Board of Directors may, foreclose the lien encumbering the unit owner's condominium parcel created by non-payment of the required monies in the same manner as mortgage liens are foreclosed. The Association shall have the right to bid on the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, or in addition thereto, the Association may bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing the same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a unit owner, the Association shall be entitled to recover the costs thereof, together with a reasonable attorneys' fee.
- 11.2 **Association Expenses.** If the Association becomes the owner of a condominium parcel by reason of foreclosure, it may offer the condominium parcel for sale and, when the sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel, which shall include but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former unit owner.
- 11.3 **Enforcement** In the event of violation of the provisions of the Condominium Documents as the same are now or may hereafter be constituted, the Association, on its own behalf, may

bring appropriate action to enjoin such violation, to enforce the provisions of the documents, sue for damages or take all of the courses of action at the same time, or such other legal remedy it may deem appropriate.

11.4 Fines and Penalties. In the event the Board of Directors determines, in the manner set forth below, that a Unit Owner has violated any rule or regulation set forth in Section 10 above, as it may be amended, the Association may impose such fines and other penalties as are allowed by law, including those fines and penalties allowed by Section 720.305 Florida Statutes which provides, among other penalties, for the suspension of a Unit Owner's use of Common Elements and voting rights as a member of the Association.

11.5 Notice and Hearing. In the event the Board of Directors receives a complaint that a Unit Owner has violated a rule or regulation, other than non-payment of assessments and other charges when due, the Board of Directors shall notify the Unit Owner that a complaint has been made and shall specify the rule or regulation which is alleged to have been violated. The notice shall set forth a date not less than fifteen (15) days after the date of the Notice) for a hearing to be held in accordance with Section 720.305 Florida Statutes (2000) before a Committee of at least three (3) Members appointed by the Board of Directors and who are not officers or directors of the Association and who otherwise qualify pursuant to Section 720.305 (2) (a) Florida Statutes (the "Grievance Committee"). If the Unit Owner has not been previously subject to a complaint for a violation of the same rule or regulation and if the Unit Owner ceases the alleged activity, repairs any damage, and otherwise complies with the rules and regulations within ten (10) days from the date the Board of Directors notifies the Unit Owner of the alleged violation, no further action shall be taken by the Grievance Committee or the Board of Directors. If the Unit Owner disputes the violation and/or fails to correct the violation in the foregoing manner within the time specified, the Grievance Committee shall hold a hearing to receive and consider evidence of the alleged violation. At such hearing, the Grievance Committee shall first receive evidence of the alleged violation and, following the presentation for such evidence, the Grievance Committee shall receive evidence relating to the alleged violation and offered by the Unit Owner. The Grievance Committee shall consider the evidence presented, determine by a majority vote whether a violation has occurred and notify the Unit Owner of its decision and determination, and the amount of the fine or other penalty, if any, within ten (10) days from the date of the hearing. If the Unit Owner desires to challenge the finding of the Grievance Committee, the Unit Owner shall, with twenty (20) days after the date of the Grievance Committee's Determination, initiate proceedings in the Circuit Court for the Seventh Judicial Circuit, in and for Putnam County, Florida seeking a declaration of the Unit Owner's rights, or may avail himself of any other remedy provided by law. In the event such proceeding is not initiated within said twenty-day period, or is thereafter dismissed and not reinstated within said twenty-day period, the decision of the Grievance Committee shall be final and the fine shall constitute a lien on the unit owned by the Unit Owner. If legal action is initiated and pursued by the Unit Owner, the outcome of the judicial proceedings shall be binding on the parties and the prevailing party shall be entitled to all costs incurred, including reasonable attorneys' fees. In the event the Association prevails, such costs shall be added to the fine. All notices to a Unit Owner required hereunder shall be deemed given upon depositing the notice, with "postage prepaid, in the United States mail, and posting the notice on the unit owned by the Unit Owner.

11.6 Consent to Foregoing Provisions. Each unit owner for himself, his heirs, successors and



assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the availability of other equally adequate legal procedures. Additionally, all unit Owners expressly agree that should the Association find it necessary to invoke any of the above-specified remedies and the Association is successful, the unit owner subject to the action shall be responsible for reasonable attorneys' fees and court costs. It is the intent of all unit owners to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from unit owners and to preserve each unit owner's right to enjoy his condominium parcel free from unreasonable restraint and nuisance.

**Section 12. Mortgage of Unit.**

The Association shall maintain a suitable register for the recording of mortgaged condominium parcels. Any mortgagee of a condominium parcel may, but it is not obligated to, notify the Association in writing, of the mortgage. In the event notice of default is given any member, under an applicable provision of the Condominium Documents, a copy of such notice shall be mailed to the registered mortgagee.

**Section 13. Contracts.**

The Association, prior to passage of control pursuant to Section 4.4, shall not directly or indirectly enter into contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after such transfer of control, upon not more than 90 days' notice to the other party.

**Section 14. Amendment of By-Laws.**

The By-Laws of this Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by approval of owners of not less than three-fourths (3/4) of the voting interests. No amendment to the By-Laws shall be valid unless recorded, with identification on the first page thereof of the book and page of the public records where the Declaration of Condominium is recorded.

**Section 15. Parliamentarian.**

The Secretary of the Association shall act as parliamentarian at all meetings of the Board of Directors of the Association. He shall see that all meetings are conducted in an orderly manner in accordance with these By-Laws.

**CERTIFICATION**

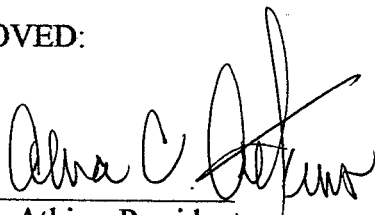
CERTIFICATION

I, Michael Rourke, as the duly elected and acting Secretary of Sportsman's Lodge Condominium Association, Inc., a Florida not for profit corporation, do hereby certify that the foregoing By-Laws constitute the original By-Laws of the said association, as duly adopted at the first meeting of the Board of Directors held on the 23 day of MAR, 2007.



Michael Rourke

APPROVED:



Alva C. Atkins, President



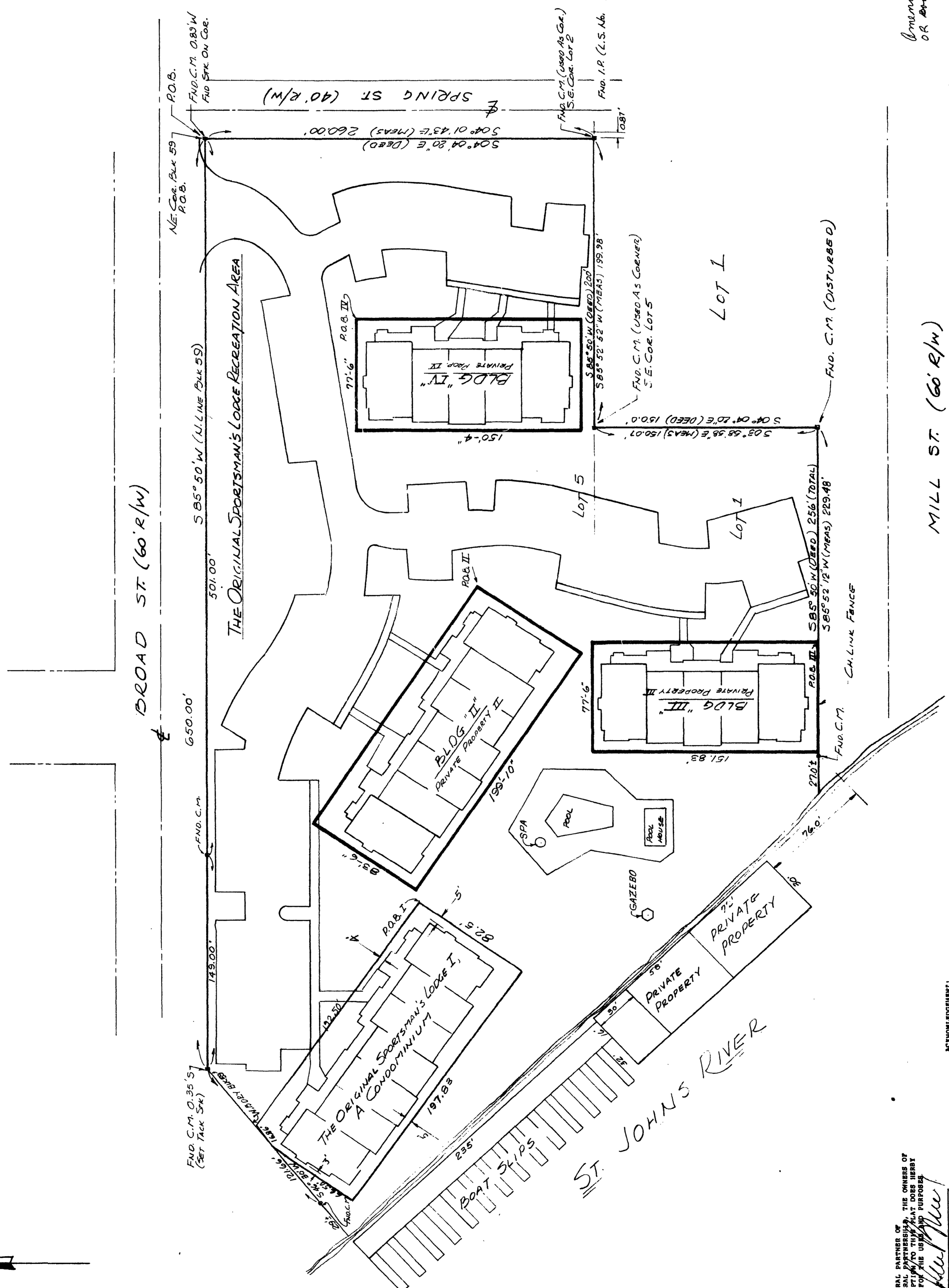
FILE #: 0000614976

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TIM SMITH, PUTNAM CO. CLERK OF COURT  
RCD: 03/26/2007 @ 15:33

# THE ORIGINAL SPORTSMAN'S LODGE RECREATION AREA

128414  
RECORDED AND RETURNED TO RECORDS OF HIGHLAND COUNTY FLA.  
1989 AUG -4 PM 2:09  
S.P.S.



**SURVEY & PLOT PLAN**  
**THE ORIGINAL SPORTSMAN'S LODGE RECREATION AREA**  
 FUD. C.M. 0.35' (Set Tax Sx)  
 FUD. C.M. 0.89' W (U.L. LINE) 501.00''  
 DATE: 5-23-89  
 REVISION:  
 DRAWN BY: S.P.S.  
 CHECKED BY: S.P.S.  
**Buck & Associates, pa.**  
 PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 518 CHILMAN AVE. PALM BEACH, FL. 33477  
 SHEET # OF 6

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN MAP BOOK 11, PAGE 11, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, AND MORE PARTICULARLY AS SHOWN ON THE SURVEY AND PLOT PLAN OF THE ORIGINAL SPORTSMAN'S LODGE RECREATION AREA, BEING THE NORTHEAST CORNER OF SAID BLOCK 59, RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE OF SAID BLOCK 59 A DISTANCE OF 550 FEET, THENCE (2) RUN SOUTH 46° 30' WEST ALONG THE WESTERLY BOUNDARY OF BLOCK 59 A DISTANCE OF 121.66 FEET TO A P.M., THENCE SOUTH 46° 30' WEST ALONG THE WESTERLY BOUNDARY OF BLOCK 59 A DISTANCE OF 29 FEET MORE OR LESS TO THE WATERS OF THE ST. JOHNS RIVER, THENCE RETURN TO THE POINT-OF-BEGINNING, THENCE (3) RUN SOUTH A DISTANCE OF 260 FEET, THENCE (4) RUN SOUTH 85° 50' WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 59, THENCE (5) RUN SOUTH 04° 04' 20" EAST PARALLEL TO THE EASTERLY LINE OF BLOCK 59 A DISTANCE OF 150 FEET, THENCE (6) RUN SOUTH 85° 50' WEST PARALLEL TO MILL STREET A DISTANCE OF 256 FEET MORE OR LESS TO THE WATERS OF THE ST. JOHNS RIVER, THENCE (7) RUN NORTHEAST ALONG THE WATERS OF THE ST. JOHNS RIVER A DISTANCE OF 43 FEET MORE OR LESS TO THE WESTERLY END OF CALL (2) ABOVE AND TO CLOSE, PLUS.

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS BUILDING I ORIGINAL SPORTSMAN'S LODGE, A CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE OF SAID BLOCK 59 A DISTANCE OF 144.00 FEET, THENCE SOUTH 85° 50' WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 59 A DISTANCE OF 111.75 FEET TO THE NORTHEAST CORNER OF BUILDING I PROPERTY AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 59° 07' 55" WEST A DISTANCE OF 192.50 FEET, THENCE (2) RUN SOUTH 49° 19' 43" WEST A DISTANCE OF 16.86 FEET, THENCE (3) RUN SOUTH 30° 52' 05" WEST A DISTANCE OF 66.50 FEET, THENCE (4) RUN SOUTH 59° 07' 55" WEST A DISTANCE OF 197.83 FEET, THENCE NORTH 30° 52' 05" EAST A DISTANCE OF 82.75 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.383 ACRES MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY II, BUILDING II, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 A DISTANCE OF 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 311.75 FEET, THENCE SOUTH 85° 50' WEST A DISTANCE OF 181.50 FEET TO THE NORTHEAST CORNER OF PRIVATE PROPERTY II, AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 69° 27' 10" WEST A DISTANCE OF 199.83 FEET, THENCE (2) RUN SOUTH 27° 10' WEST A DISTANCE OF 83.50 FEET, THENCE (3) RUN SOUTH 32° 50' WEST A DISTANCE OF 99.83 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.383 ACRES MORE OR LESS.

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, ALSO KNOWN AS PRIVATE PROPERTY III, BUILDING III, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH 04° 04' 20" EAST ALONG THE EASTERLY LINE OF SAID BLOCK 59 A DISTANCE OF 260.00 FEET TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 2 OF BLOCK 59, THENCE RUN SOUTH 85° 50' WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 200.00 FEET TO A P.M., THENCE RUN SOUTH 85° 50' WEST PARALLEL TO THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF PRIVATE PROPERTY III, AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH 48° 10' WEST A DISTANCE OF 151.83 FEET, THENCE (2) RUN SOUTH 85° 50' WEST A DISTANCE OF 77.50 FEET, THENCE (3) RUN NORTH 48° 10' EAST A DISTANCE OF 151.83 FEET, THENCE (4) RUN NORTH 85° 50' EAST A DISTANCE OF 77.50 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.270 ACRES MORE OR LESS.

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY IV, BUILDING IV, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, THENCE RUN SOUTH 85° 50' WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 59 A DISTANCE OF 101.00 FEET, THENCE SOUTH 85° 50' WEST A DISTANCE OF 125.50 FEET TO THE NORTHEAST CORNER OF PRIVATE PROPERTY IV AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN SOUTH 85° 50' WEST A DISTANCE OF 77.50 FEET, THENCE (2) RUN NORTH 04° 04' 20" EAST A DISTANCE OF 150.33 FEET, THENCE (3) RUN NORTH 85° 50' EAST A DISTANCE OF 77.50 FEET, THENCE (4) RUN NORTH 04° 04' 20" WEST A DISTANCE OF 150.33 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.267 ACRES MORE OR LESS.

CLIENT'S APPROVAL:  
 EDWARD L. BROOKS, CLERK OF THE CIRCUIT COURT  
 THAT THIS PROCEEDING BE OF HERETOFOR  
 SPORTSMAN'S LODGE RECREATION AREA WAS EXAMINED  
 OF THE AND THAT IT CONFORMS TO THE PROVISIONS OF CHAPTER 472  
 AND WAS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY ON THE  
 DAY OF MAY, 1989, IN MAP BOOK 11, PAGE 11, PUBLIC RECORDS OF SAID COUNTY.  
 EDWARD L. BROOKS  
 CLERK OF CIRCUIT COURT

STRUCTURES AND IMPROVEMENTS  
 SHOWN ON THIS SURVEY & PLOT  
 PLAN ARE PROPOSED & NOT YET  
 COMPLETE

SURVEYOR'S CERTIFICATE:  
 I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY  
 CERTIFY THAT THIS SURVEY AND PLOT PLAN OF THE ORIGINAL  
 SPORTSMAN'S LODGE RECREATION AREA MEETS THE MINIMUM  
 TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND  
 SURVEYING PURSUANT TO SECTION 472.07, F.L.A.S., CHAPTER 472,  
 F.S., AND THAT THE SURVEY AND PLOT PLAN IS CORRECT AND  
 ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
 EDWARD L. BROOKS  
 REGISTERED LAND SURVEYOR 11033

TO THE COUNCIL'S APPROVAL:  
 THIS CERTIFICATE AND PLOT PLAN WAS PREPARED BY THE FIRM  
 OF BUCK & ASSOCIATES, P.A., AND APPROVED BY THEM FOR THE  
 RECORD ON THE DAY OF MAY, 1989, A.D. 1989.  
 EDWARD L. BROOKS  
 REGISTERED LAND SURVEYOR

REVISIONS  
 REVISED PROPERTY DESCRIPTION  
 MAY 1989

UNRECORDED  
 OR PART 360 Page 370

MILL ST. (60' R/W)

ACKNOWLEDGMENT:  
 STATE OF FLORIDA  
 COUNTY OF PUTNAM

ON THIS DAY BEFORE ME PERSONALLY APPEARED the following  
 EDWARD L. BROOKS, CLERK OF THE CIRCUIT COURT OF PUTNAM  
 COUNTY, FLORIDA, AND MORE PARTICULARLY AS SHOWN ON THE  
 SURVEY AND PLOT PLAN OF THE ORIGINAL SPORTSMAN'S LODGE  
 RECREATION AREA, BEING THE NORTHEAST CORNER OF SAID  
 BLOCK 59, RUN SOUTH 85° 50' WEST ALONG THE NORTHERLY LINE  
 OF SAID BLOCK 59 A DISTANCE OF 550 FEET, THENCE (2) RUN  
 SOUTH 46° 30' WEST ALONG THE WESTERLY BOUNDARY OF BLOCK  
 59 A DISTANCE OF 121.66 FEET TO A P.M., THENCE SOUTH 46°  
 30' WEST ALONG THE WESTERLY BOUNDARY OF BLOCK 59 A  
 DISTANCE OF 29 FEET MORE OR LESS TO THE WATERS OF THE  
 ST. JOHNS RIVER, THENCE RETURN TO THE POINT-OF-BEGINNING,  
 THENCE (3) RUN SOUTH A DISTANCE OF 260 FEET, THENCE (4)  
 RUN SOUTH 85° 50' WEST ALONG THE SOUTHERLY LINE OF SAID  
 LOT 2 A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF  
 LOT 5, BLOCK 59, THENCE (5) RUN SOUTH 04° 04' 20" EAST  
 PARALLEL TO THE EASTERLY LINE OF BLOCK 59 A DISTANCE OF  
 150 FEET, THENCE (6) RUN SOUTH 85° 50' WEST PARALLEL TO  
 MILL STREET A DISTANCE OF 256 FEET MORE OR LESS TO THE  
 WATERS OF THE ST. JOHNS RIVER, THENCE (7) RUN NORTHEAST  
 ALONG THE WATERS OF THE ST. JOHNS RIVER A DISTANCE OF  
 43 FEET MORE OR LESS TO THE WESTERLY END OF CALL (2) ABOVE  
 AND TO CLOSE, PLUS.

EDWARD L. BROOKS  
 REGISTERED LAND SURVEYOR

EDWARD L. BROOKS  
 REGISTERED LAND SURVEYOR

EDWARD L. BROOKS  
 REGISTERED LAND SURVEYOR