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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.

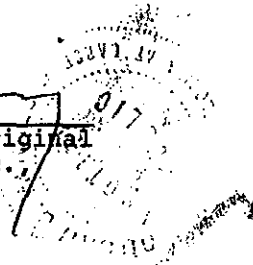
WITNESSES:

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"

65  
1570  
1-10

RWO/SK/WR/ER 0568-07-120

EX 0557 PGI 579

Sec. 41, Twp 12 S, Rge 26 E

OFFICIAL RECORDS

EASEMENT

Form 3722 (Stocked) Rev. 2/86

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 15 feet in width described as follows:

UTILITY EASEMENT FOR FLORIDA POWER & LIGHT CO. ACROSS SPORTSMANS "L" PROPERTY, A FLORIDA GENERAL PARTNERSHIP, PART OF BLOCK 59, WELAKA, FLORIDA, ACCORDING TO PLAT RECORDED IN MAP BOOK 1, PAGE 51, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

AN EASEMENT 15 FEET IN WIDTH SITUATED IN BLOCK 59, TOWN OF WELAKA, FLORIDA, BEING ACROSS A PART OF BLOCK 59, TOWN OF WELAKA, FLORIDA, ACCORDING TO PLAT RECORDED IN MAP BOOK 1, PAGE 51, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, & MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF BLOCK 59, TOWN OF WELAKA, FLORIDA, RUN S85°50'W ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 372.00 FEET TO A POINT, & THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN S 04°10'E A DISTANCE OF 15.00 FEET, THENCE (2) RUN S 58°50'W A DISTANCE OF 132.00 FEET, THENCE (3) RUN N 85°50'E A DISTANCE OF 45.50 FEET, THENCE (4) RUN S 63°10'E A DISTANCE OF 143.50 FEET, THENCE (5) RUN S27°20'24"E A DISTANCE OF 82.00 FEET, THENCE (6) RUN S 62°50'W A DISTANCE OF 15.00 FEET, THENCE (7) RUN N27°10'W A DISTANCE OF 78.00 FEET, THENCE (8) RUN N63°10'W A DISTANCE OF 134.00 FEET, THENCE (9) RUN S85°50'W A DISTANCE OF 59.00 FEET, THENCE (10) RUN S55°50'W A DISTANCE OF 10.50 FEET, THENCE (11) RUN S 85°50'W A DISTANCE OF 13.00 FEET, THENCE (12) RUN N 04°10'W A DISTANCE OF 16.00 FEET, THENCE (13) RUN N 58°35'E A DISTANCE OF 159.50 FEET, THENCE (14) RUN N 04°10'W A DISTANCE OF 6.00 FEET TO A POINT ON THE NORTHERLY LINE OF BLOCK 59, THENCE (15) RUN N 85°50'E ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 15.00 FEET TO THE POINT-OF-BEGINNING & TO CLOSE.

138628

REC'D AND RECORDED  
1990 FEB - 15

This instrument was prepared by

L. E. Robinson, Jr.  
FLORIDA POWER & LIGHT CO., P. O. BOX 659, PALATKA, FLA. 32972

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on  
JANUARY 26, 1990

Signed, sealed and delivered  
in the presence of:

Documentary Tax \$ 55  
Certificate # 14 568500 00 01  
EDWARD L. BROOKS, Clerk of Circuit Court  
By *[Signature]*

*[Signature]*  
*[Signature]*

By: *[Signature]*  
R. W. Browning, Managing Partner  
Sportsman's "L", A Florida General Partnership

Attest: \_\_\_\_\_  
Secretary  
(Corp. Seal)



STATE OF FLORIDA AND COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 26 day of Jan, 1990

by R. W. BROWNING

respectively the Managing Partner

of Sportsman's "L" a Florida General Partnership.

*[Signature]*  
Notary Public, State of

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

3112 RV-2

209.00  
26.50

53

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

## 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

## OFFICIAL RECORDS

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

## OFFICIAL RECORDS

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

## OFFICIAL RECORDS

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

## OFFICIAL RECORDS

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,

## OFFICIAL RECORDS

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

## OFFICIAL RECORDS

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.

## OFFICIAL RECORDS

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

## OFFICIAL RECORDS

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

## OFFICIAL RECORDS

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.



## OFFICIAL RECORDS

- 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

OFFICIAL RECORDS

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.

## OFFICIAL RECORDS

(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

## OFFICIAL RECORDS

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.

OFFICIAL RECORDS

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.



OFFICIAL RECORDS

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. Fazzoloni

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

Susan B Varnes

Debra K. Fazzoloni

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 PGI 029

OFFICIAL RECORDS

THE ORIGINAL SPORTSMAN'S LODGE II, A CONDOMINIUM

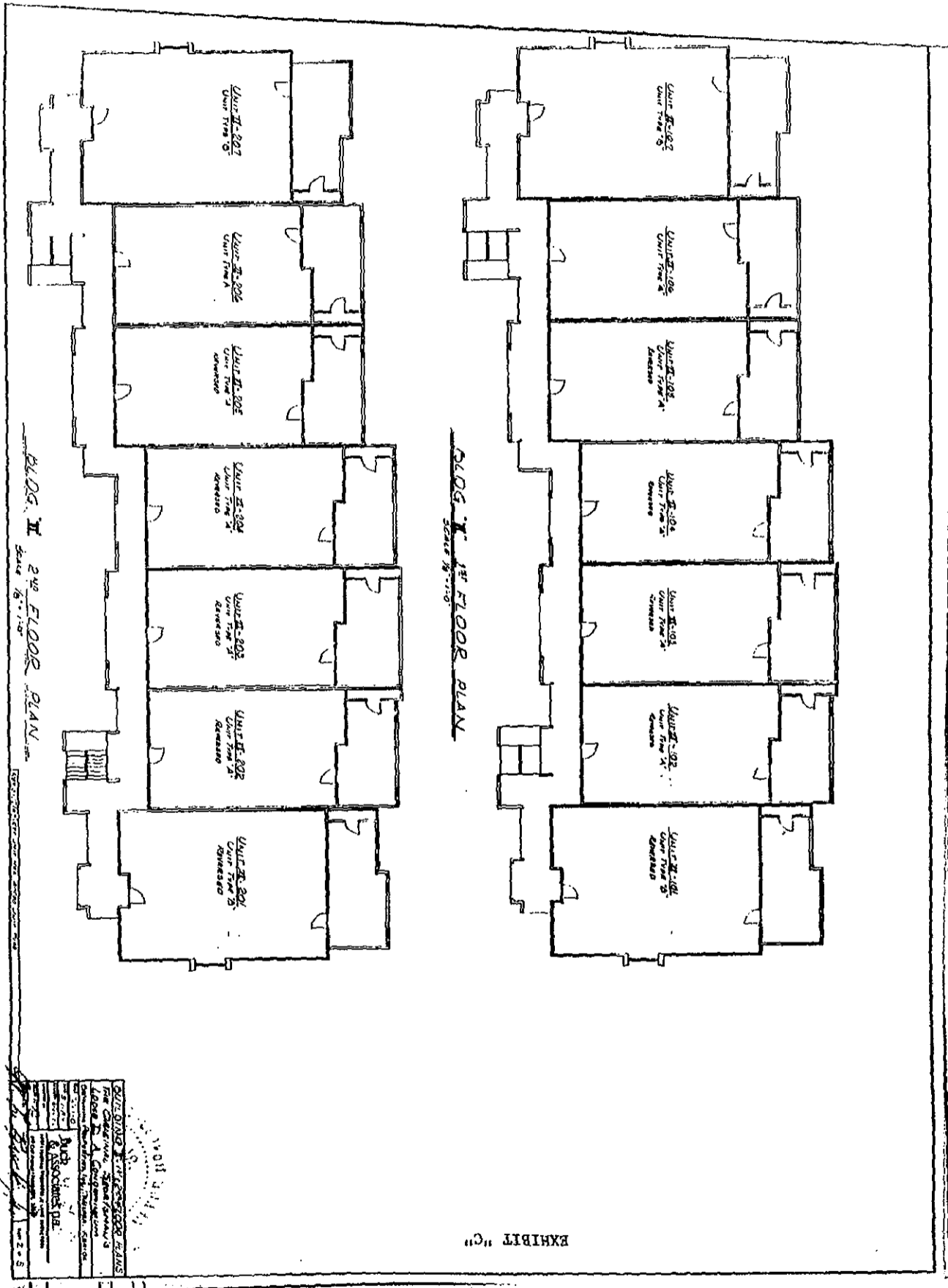
A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY II, BUILDING II, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, RUN SOUTH 85 DEGREES 50 MINUTES WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 311.75 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.

EXHIBIT "A"



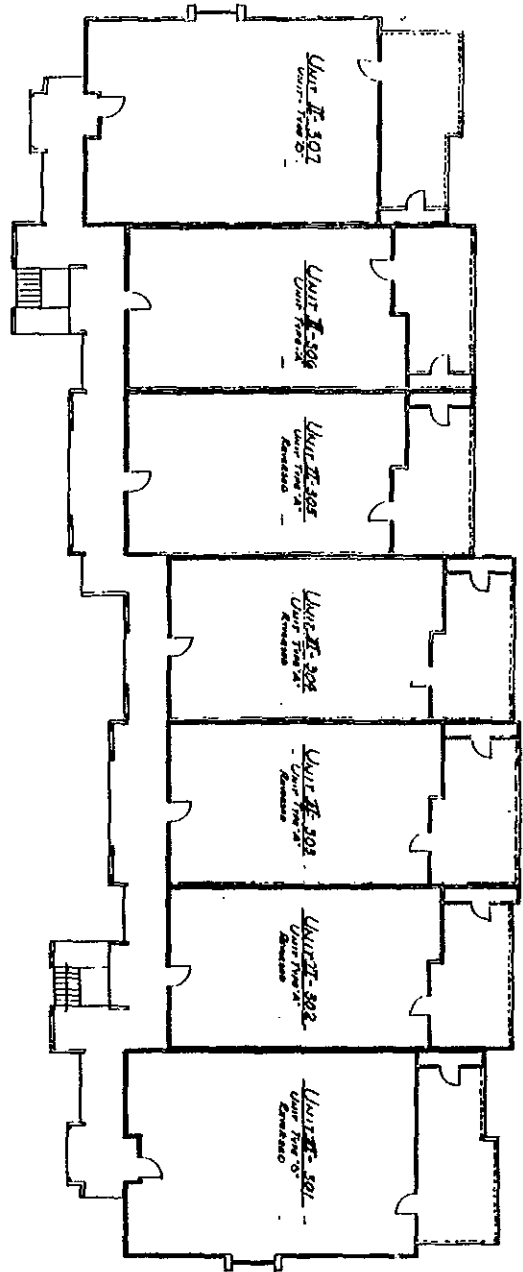
BK0574 PG1031

OFFICIAL RECORDS



BK0574 PGI032

OFFICIAL RECORDS



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

PL06 T 3RD FLOOR PLAN

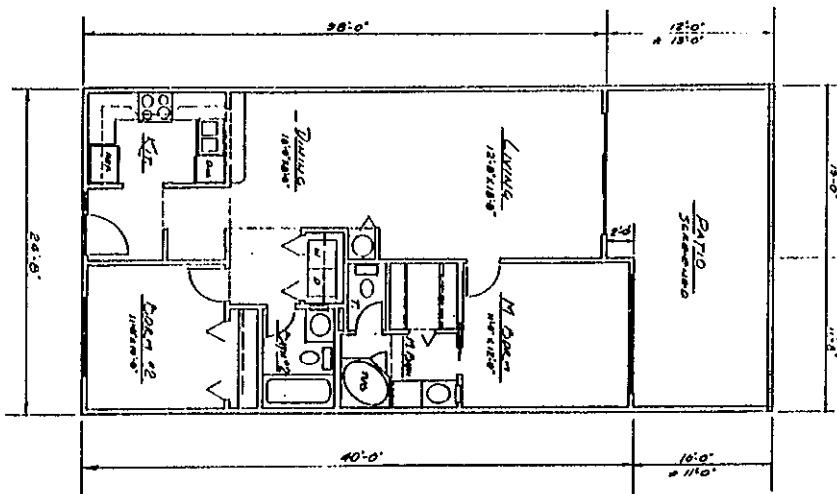
DATE	BY	REVISION
10/15/88	SR	1
10/15/88	SR	2
10/15/88	SR	3
10/15/88	SR	4
10/15/88	SR	5
10/15/88	SR	6
10/15/88	SR	7
10/15/88	SR	8
10/15/88	SR	9
10/15/88	SR	10

10/15/88 SR

EXHIBIT "C" (cont.)

BK0574 PG1033

OFFICIAL RECORDS



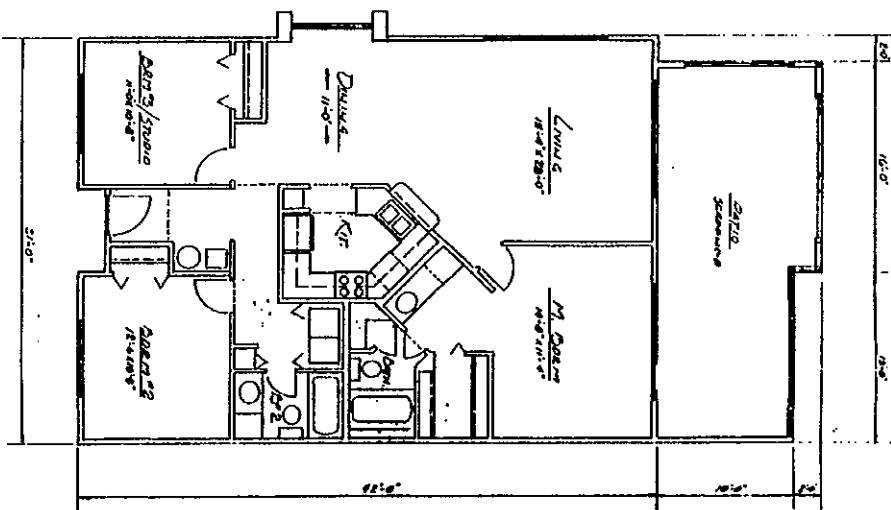
UNIT TYPE 'A'

Scale 1/8" = 1'-0"  
 Living Area: 922 S.F.  
 Dining Area: 110 S.F.  
 Kitchen: 80 S.F.  
 \* LIVING AREA 1,112 S.F. (including  
 Balcony, Unit's 101, 201, 301)

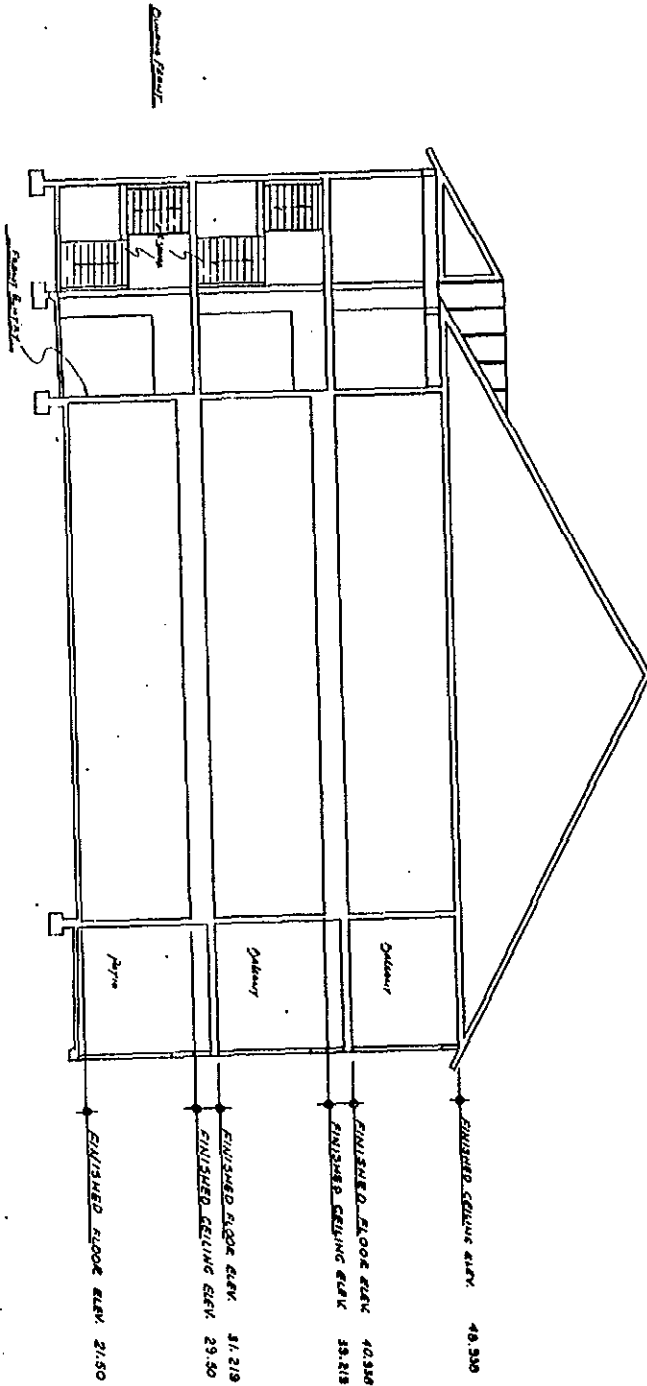
NOTE: THIS UNIT IS TO BE CONSIDERED  
 AS A SINGLE UNIT IN THE UNIT'S  
 TRACT AS PER THE UNIT'S  
 DEED RECORDS.

UNIT TYPE 'B'

Scale 1/8" = 1'-0"  
 Living Area: 1,088 S.F.  
 Dining Area: 110 S.F.



BY THE APPLICANT: [Signature]  
 TITLE: [Title]  
 [Stamp]



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
Structural	Structural
Foundation	Foundation
Roofing	Roofing
Interior	Interior
Exterior	Exterior
Site	Site
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

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.

*Charles S. Motes*  
Charles S. Motes, Secretary

*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

*Ed L. [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

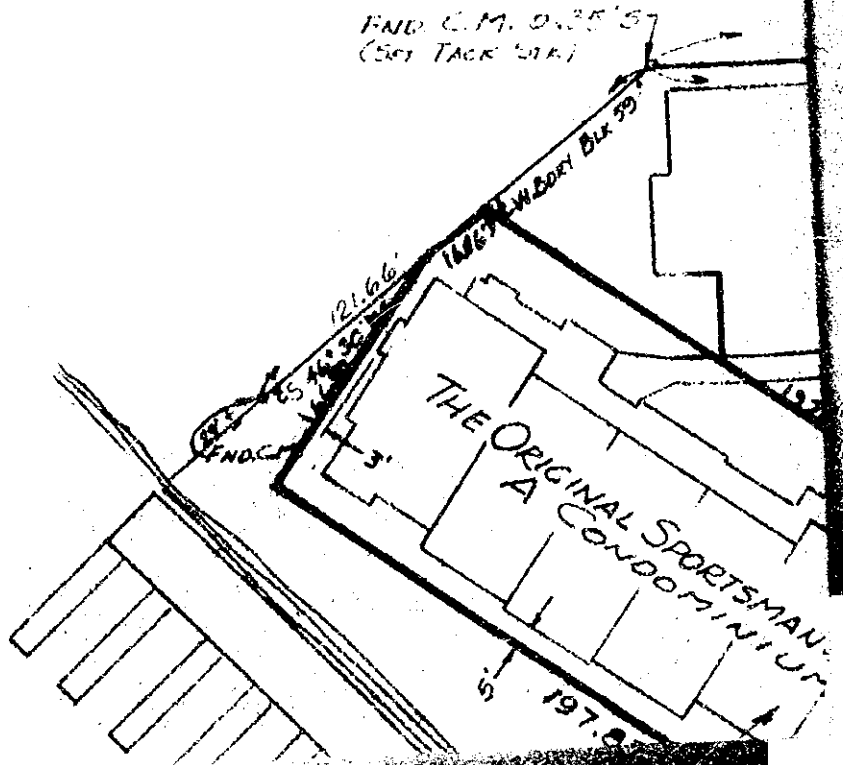
A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY,  
FLORIDA, KNOWN AS BUILDING I ORIGINAL SPORTSMAN'S LODGE, A  
CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH  
85° 50' WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE  
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 PG 0388

OFFICIAL RECORDS

BROAD ST. (60' R/W)

650.00'

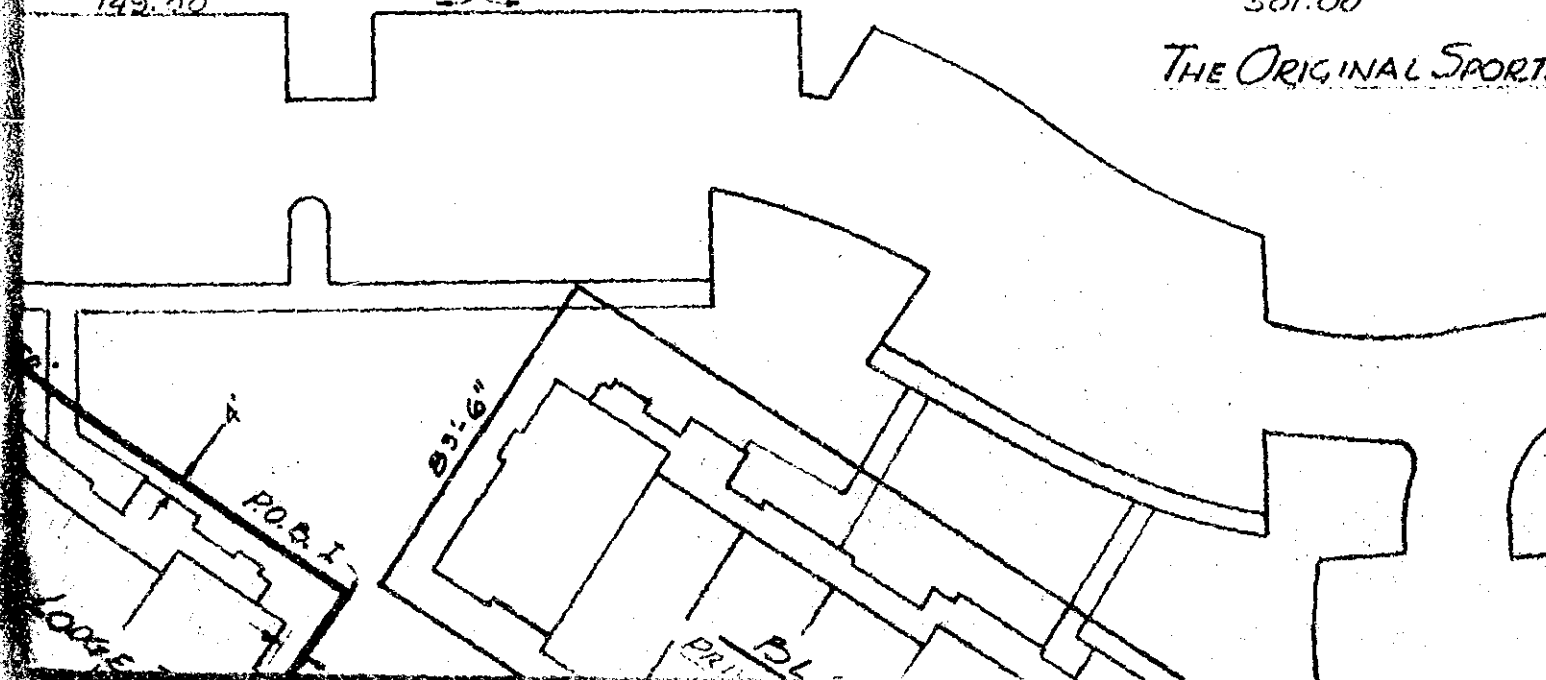
FND C.M.

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. JOHN'S RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

OFFICIAL RECORDS  
 EX 0560-180390

**CLERK'S APPROVAL:**

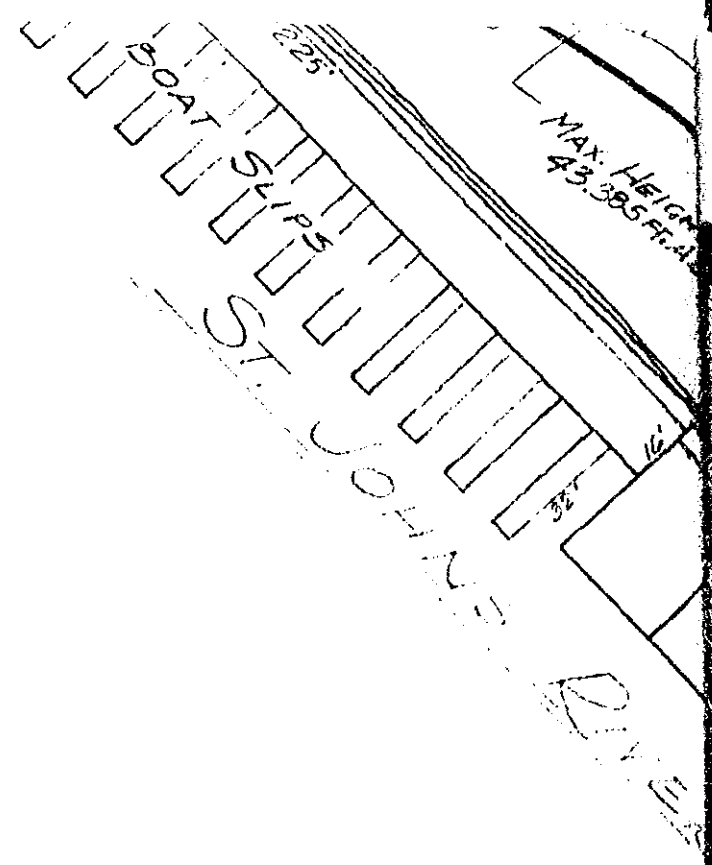
EDWARD L. BROOKS, CLERK OF THE CIRCUIT COURT OF PUTNAM COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS FOREGOING PLAT OF THE ORIGINAL SPORTSMAN'S LODGE 1, A CONDOMINIUM, WAS EXAMINED BY ME AND THAT IT CONFORMS TO THE PROVISIONS OF CHAPTER 472 OF THE FLORIDA STATUTES, AND WAS FILED IN MY OFFICE FOR RECORD 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: TOWN CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_



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 \_\_\_\_\_

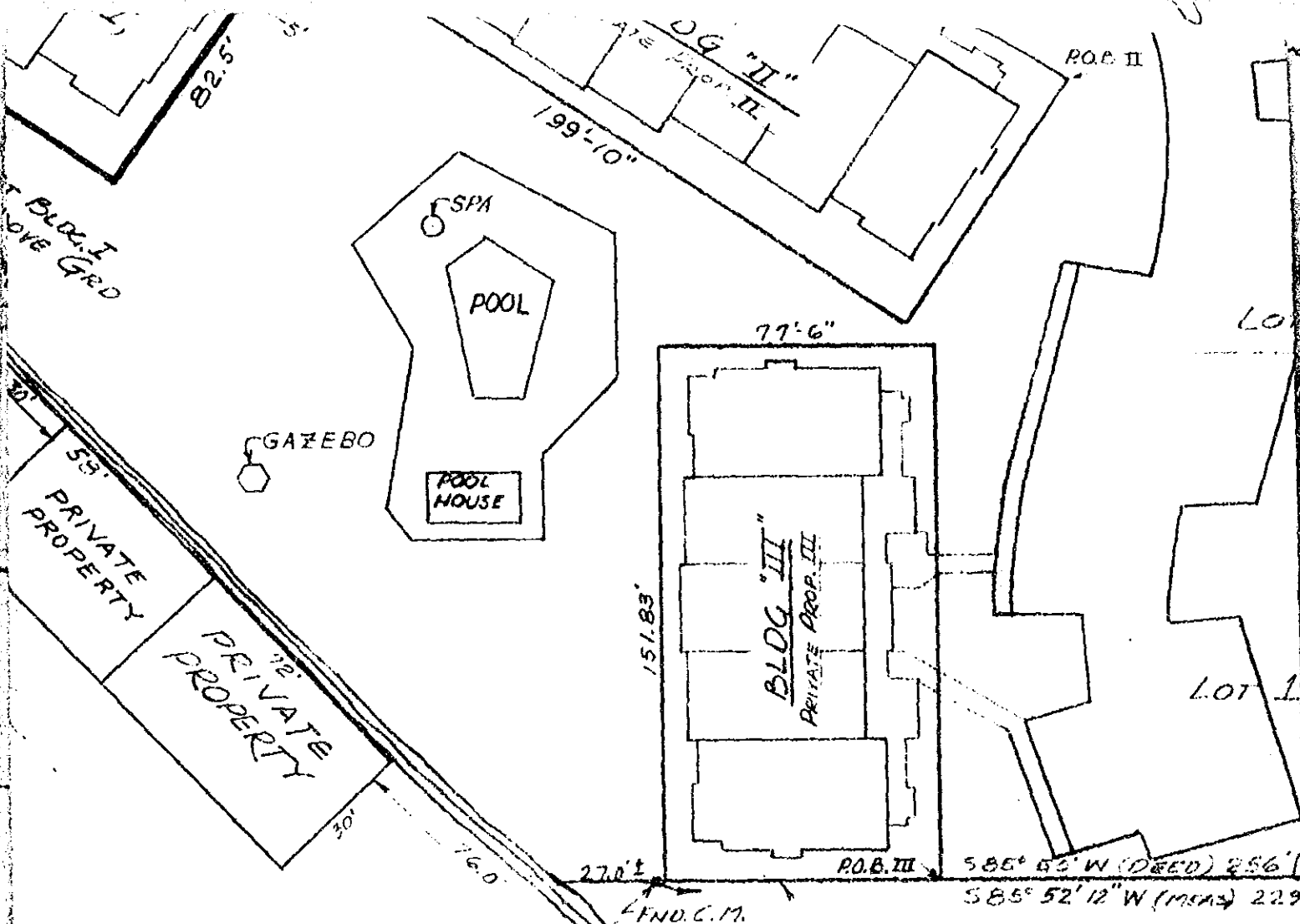
WITNESS \_\_\_\_\_

**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 EXPRES

NOTARY PUBLIC STATE OF FLORIDA



EX 0560 PG 0392

OFFICIAL RECORDS

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)  
118'

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 ADDED TO THE S.E. CORNER OF LOT 5

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	

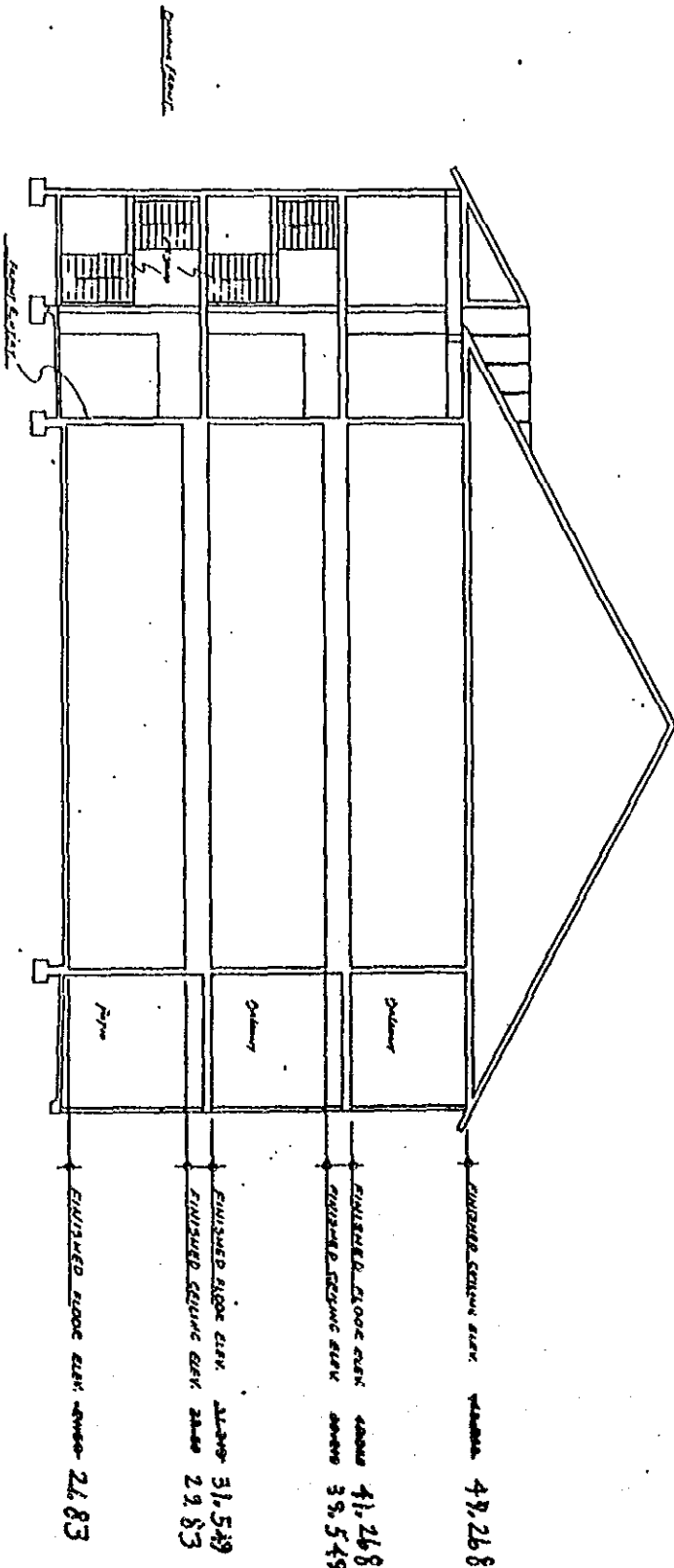
*Corrected elevations  
3/9/90  
Bill Beck*

BK0548 PGI 321

OFFICIAL RECORDS

BK0560 PG0395

OFFICIAL RECORDS



TYPICAL SECTION BUILDING 'I'  
THREE STORY DWELLING



*By: [Signature] Licensed Professional Engineer  
State No. 12345  
Date: 03/09/90*

BUILDING SECTION	
THE ORIGINAL WORK WAS	
FOR THE ARCHITECTURE	
DATE: 03/09/90	
BY: [Signature]	
F. ASSOCIATES, P.A.	
12345 MAIN ST.	
JACKSONVILLE, FL 32202	

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. Jozzolan  
[Signature]

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

Dobrya K. Jozzolan  
[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

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.

*Corrected  
3/9/90  
Description*

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

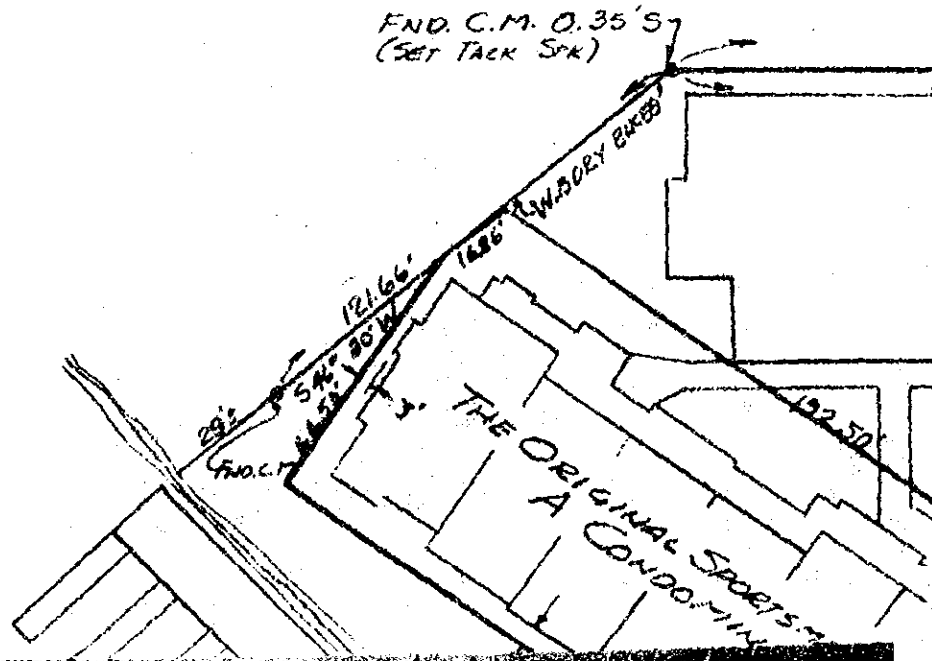
BK0560 PGO375

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

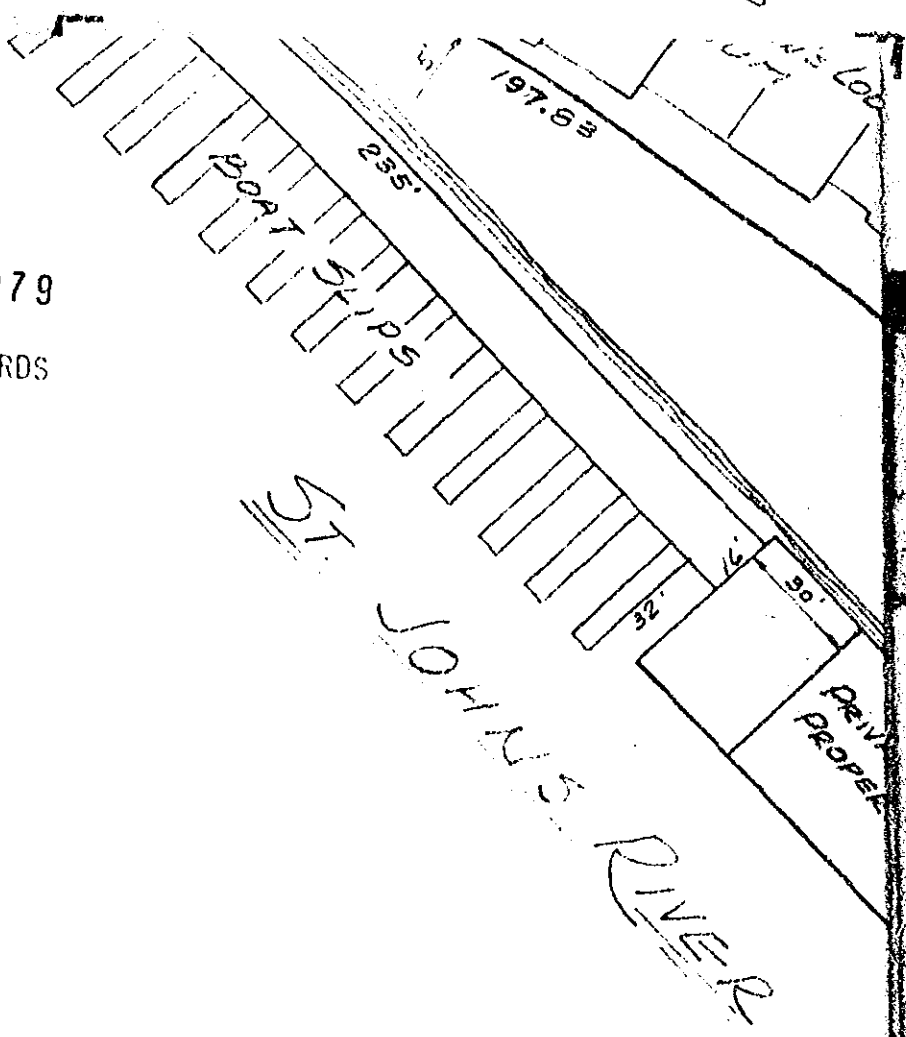
EX-0560 P30378



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.

WITNES \_\_\_\_\_

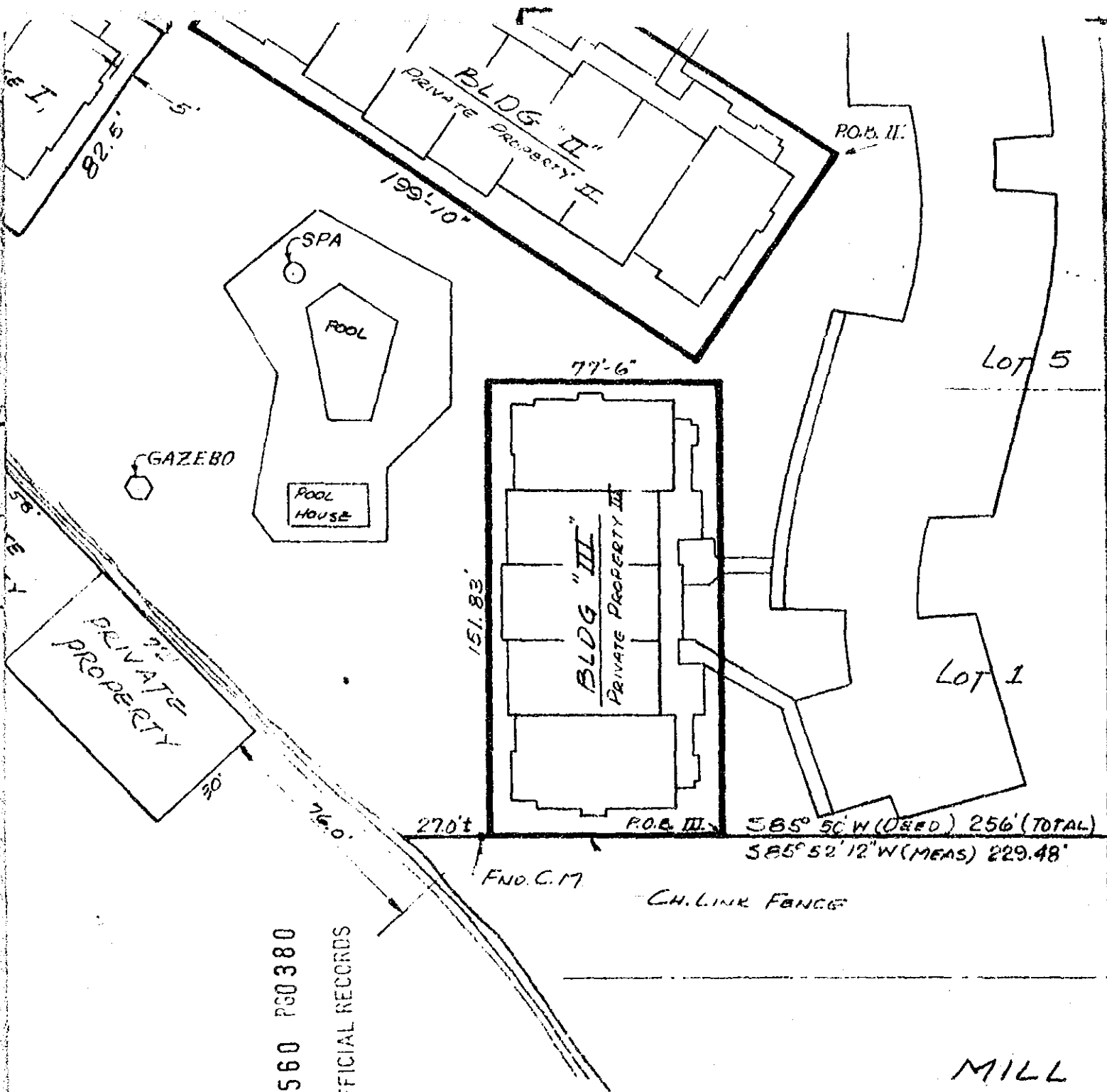
WITNES \_\_\_\_\_

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 \_\_\_\_\_





SK0560 PG0380  
OFFICIAL RECORDS

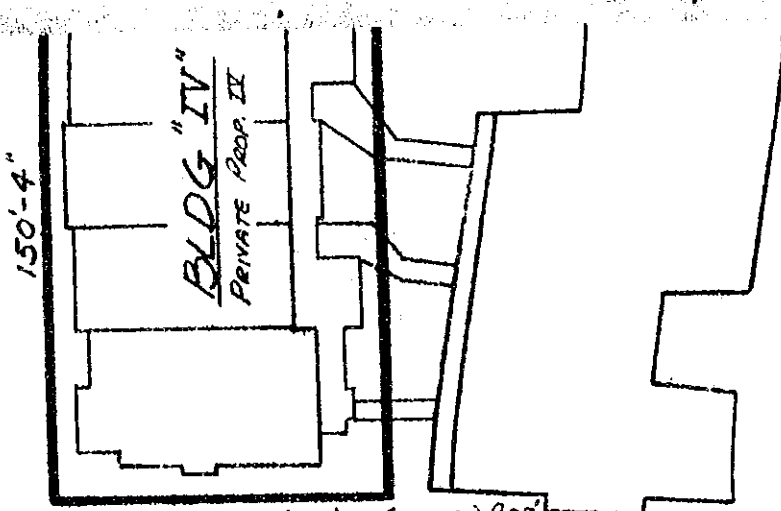
MILL

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.  
 WILSON 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 11033

<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: <i>[Signature]</i>	
APPROVED BY: <i>[Signature]</i>	
DATE: 06	
BY: <i>[Signature]</i>	
APPROVED BY: <i>[Signature]</i>	

3112 EV-2

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 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.



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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

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.

OFFICIAL RECORDS

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

WITNESSES:

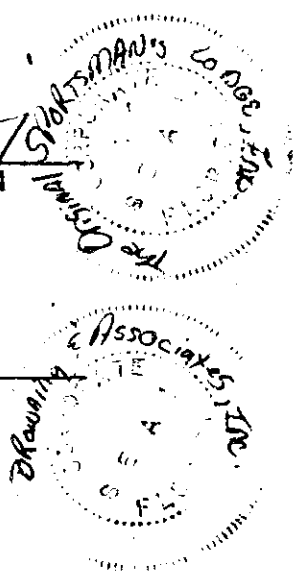
Susan B Varnes  
Clk 17th

Susan B Varnes  
Clk 17th

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 )  
                                  ) SS:  
COUNTY OF )

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:



BK0548 PGI316

Joinder of Mortgagee

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 to the Covenants, Conditions, Restrictions and Easements set forth herein.

Witnesses:

Ann Stacey

Parula K. Brooke

Paul G. Reynolds, Jr.

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

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF Broward

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. and Loan Association

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

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES 12/31/92  
BONDED THREE THOUSAND DOLLARS

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.

OFFICIAL RECORDS

BK0548 PG1917

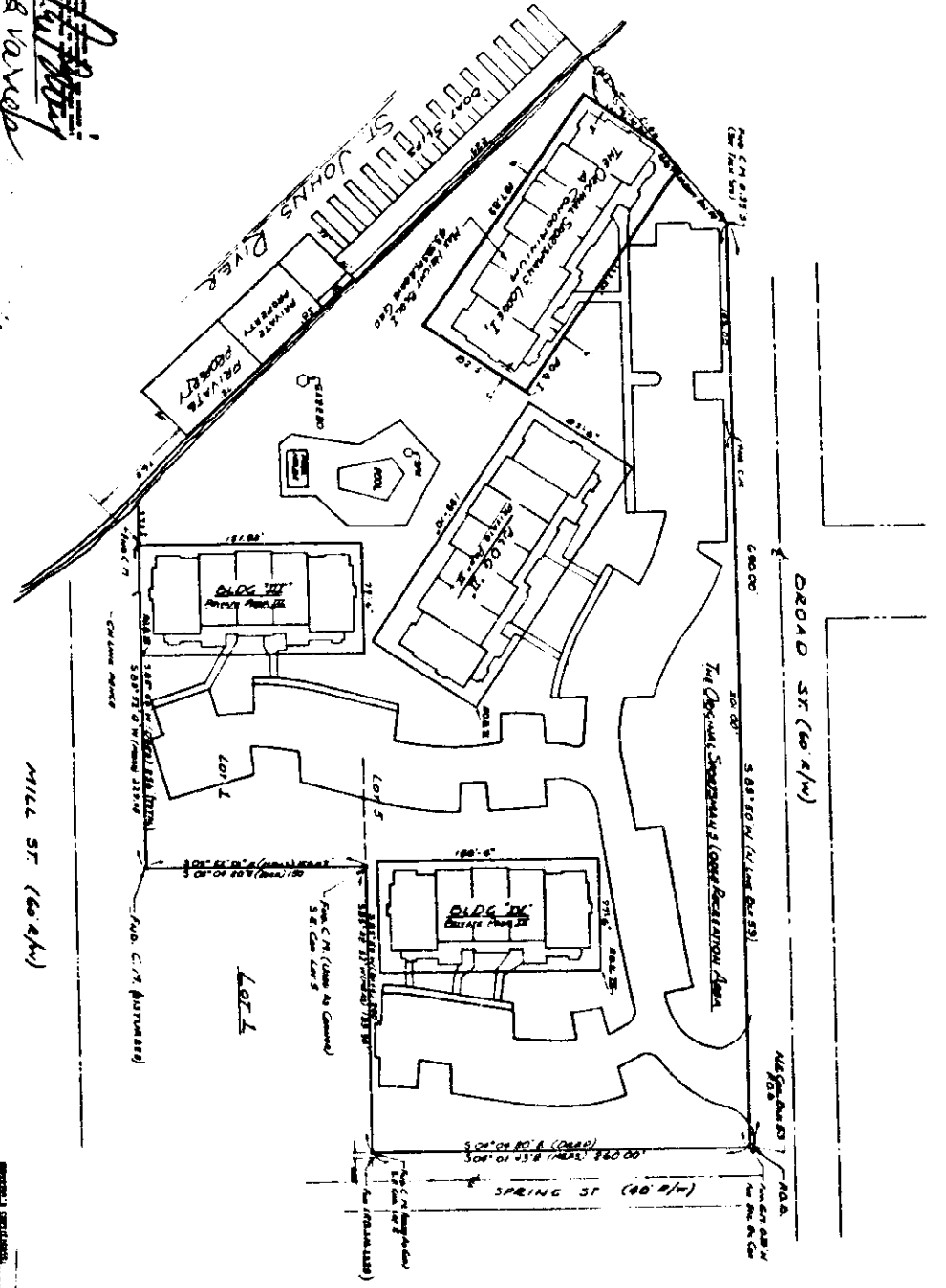
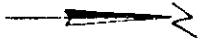
EXHIBIT A to  
Declaration of  
Condominium

3112 1002

# THE ORIGINAL SPORTSMAN'S LODGE I, A CONDOMINIUM

BK0548 PGI 318

OFFICIAL RECORDS



*Handwritten signature and notes:*  
Sloan & Vance  
3/1/88  
1/11/88

**AW BRONING**  
Sloan & Vance  
1/11/88

**WILLIAM S. BRONING**  
Civil Engineer  
No. 1234  
PA License No. 1234

**LEGAL NOTICE:**  
NOTICE OF SALE OF REAL ESTATE  
I, the undersigned, being the duly authorized representative of the Board of Directors of the Original Sportsman's Lodge I Condominium, do hereby give notice that the following described real estate is being offered for sale at public auction on the 15th day of May, 1988, at 10:00 A.M. at the Court House, 100 North 5th Street, Harrisburg, Pennsylvania. The real estate to be sold is described as follows: [Description of real estate] The sale will be made to the highest bidder for cash or by certified check payable to the order of the Board of Directors. The Board of Directors reserves the right to accept a higher bid at any time before the sale. The successful bidder shall pay the purchase price in full at the time of sale. The Board of Directors reserves the right to extend, suspend or cancel the sale at any time without liability. Witness my hand and seal this 1st day of April, 1988.

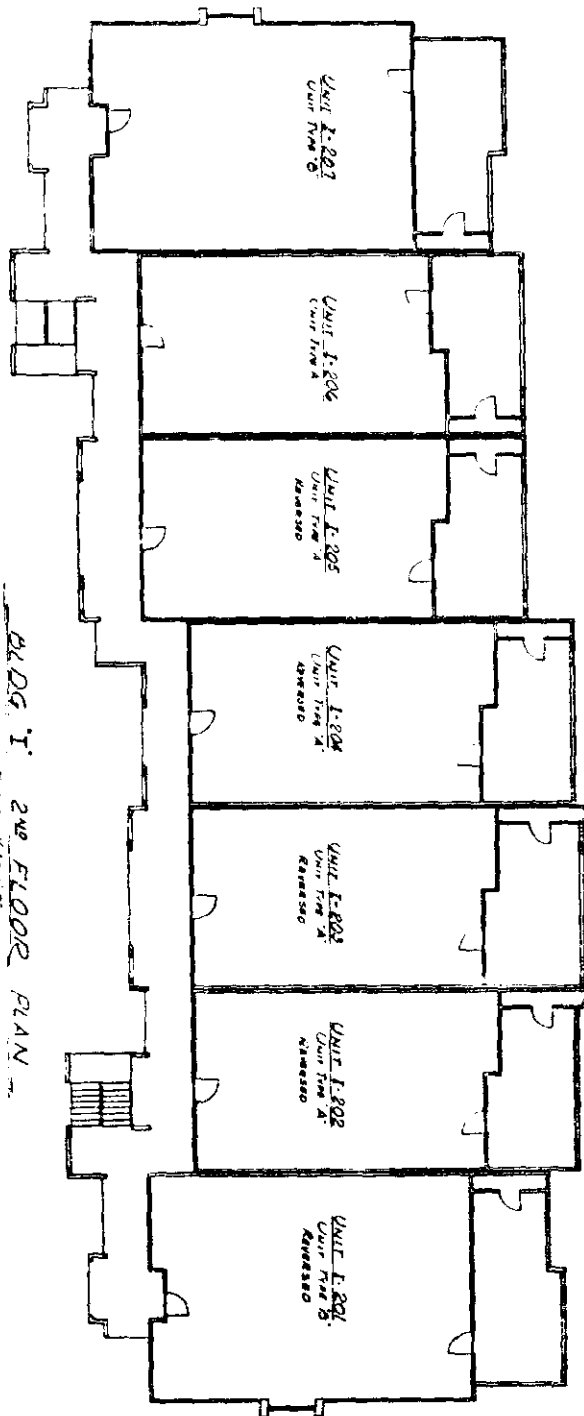
**THE BOARD OF DIRECTORS:**  
[List of names and titles of Board members]

OWNER	TRUSTEES
THE ORIGINAL SPORTSMAN'S LODGE I A CONDOMINIUM	TRUSTEES
100 NORTH 5TH STREET HARRISBURG, PA 17102	
ATTORNEY	TRUSTEES
WILLIAM S. BRONING	
100 NORTH 5TH STREET HARRISBURG, PA 17102	
TRUSTEES	TRUSTEES
WILLIAM S. BRONING	
100 NORTH 5TH STREET HARRISBURG, PA 17102	

**Some Notes And Instructions:**  
1. The Original Sportsman's Lodge I Condominium is a limited liability company.  
2. The Board of Directors is the governing body of the condominium.  
3. The Board of Directors has the authority to manage the affairs of the condominium and to sell the real estate described herein.  
4. The Board of Directors reserves the right to extend, suspend or cancel the sale at any time without liability.

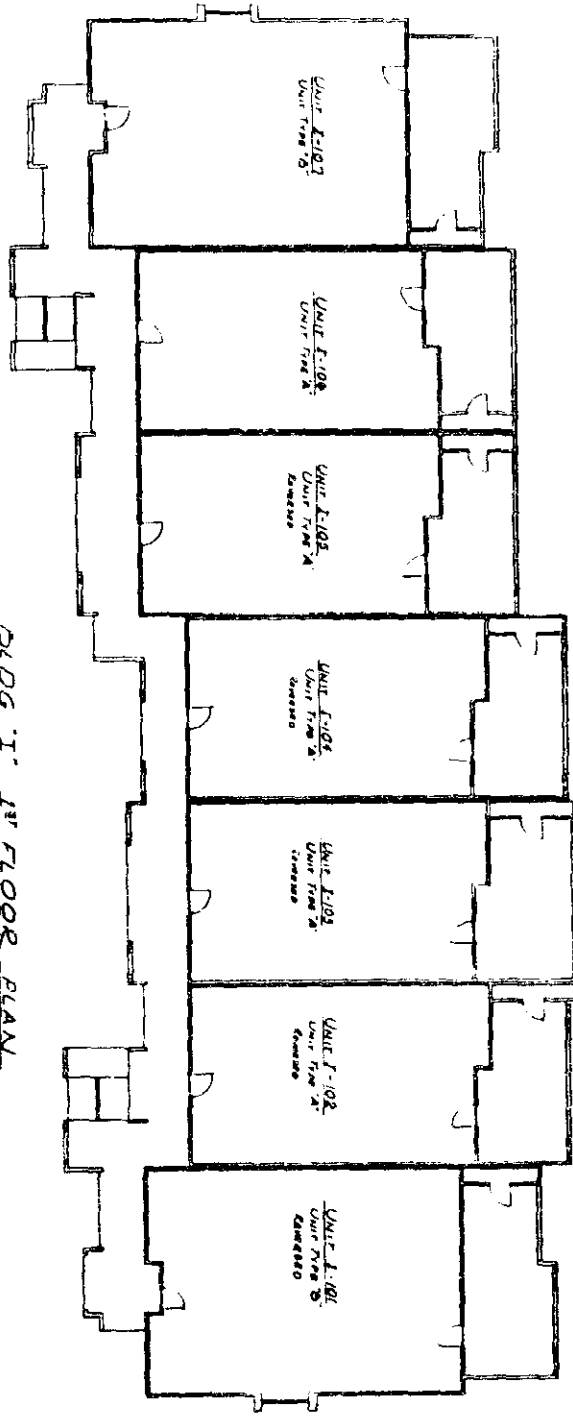
BK0548 PGI 319

OFFICIAL RECORDS



BLDG. I 2ND FLOOR PLAN

SCALE 1/8" = 1'-0"



BLDG. I 1ST FLOOR PLAN

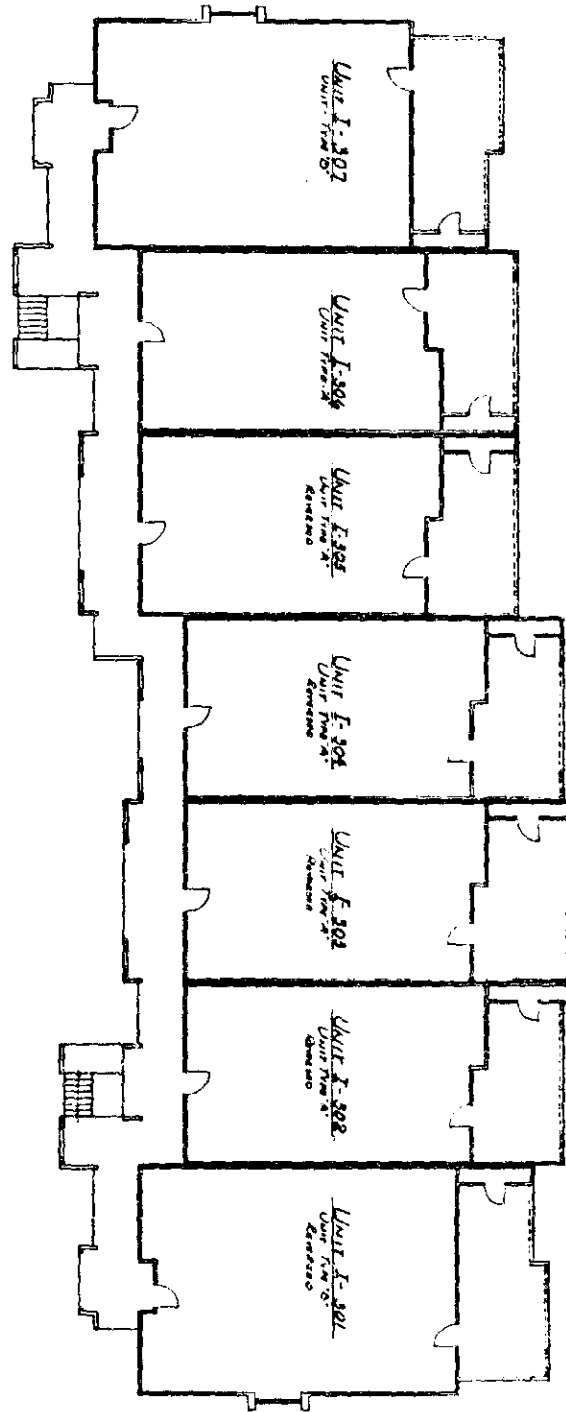
SCALE 1/8" = 1'-0"

DATE	NOV 19 1968
BY	...
FOR	...
PROJECT	...
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...
SCALE	...

FOR NOTE

BK0548 PG1320

OFFICIAL RECORDS

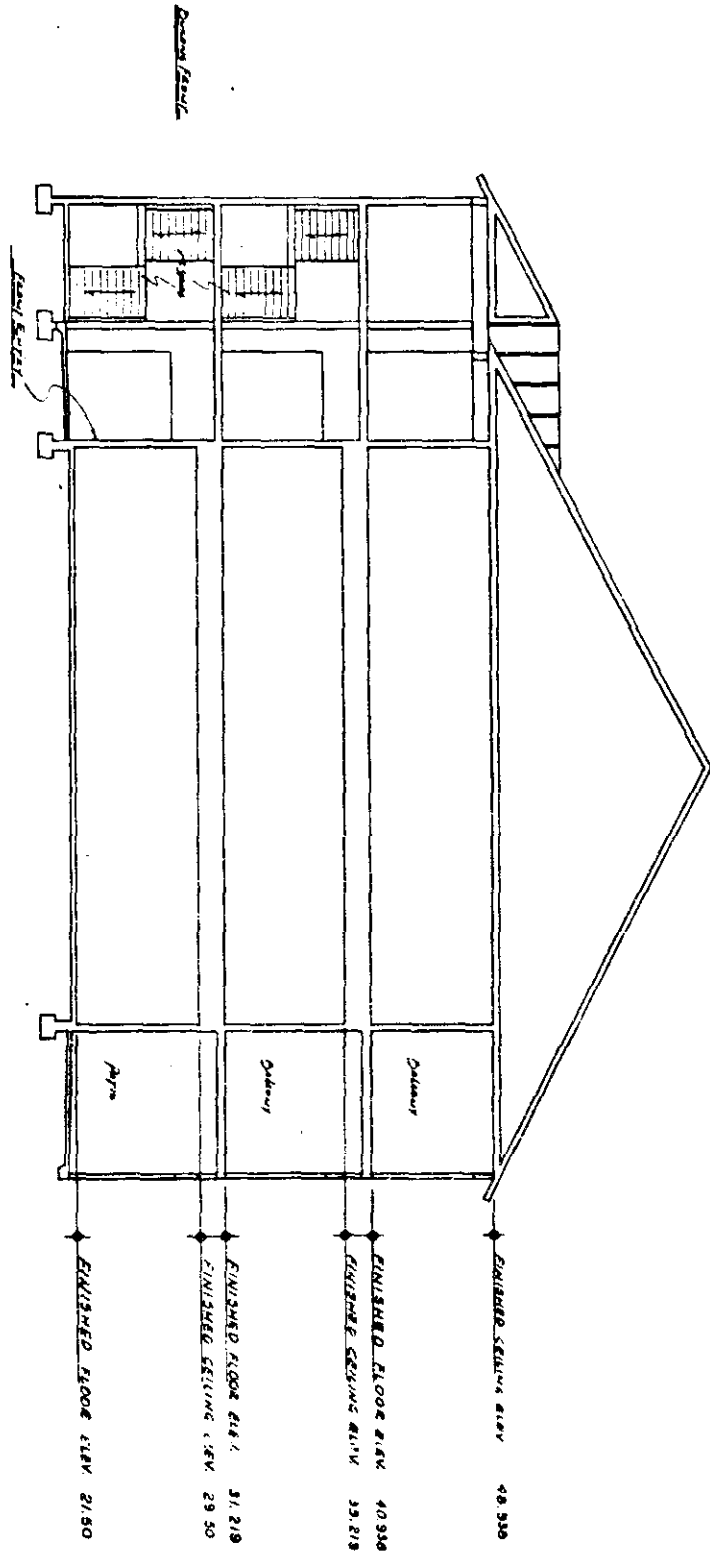


BLOCK I 3RD FLOOR PLAN

SCALE	AS SHOWN
DATE	10-1-78
BY	W. J. ...
CHECKED BY	...
APPROVED BY	...
PROJECT	...
LOCATION	...
REVISIONS	...

BK0548 PGI 321

OFFICIAL RECORDS



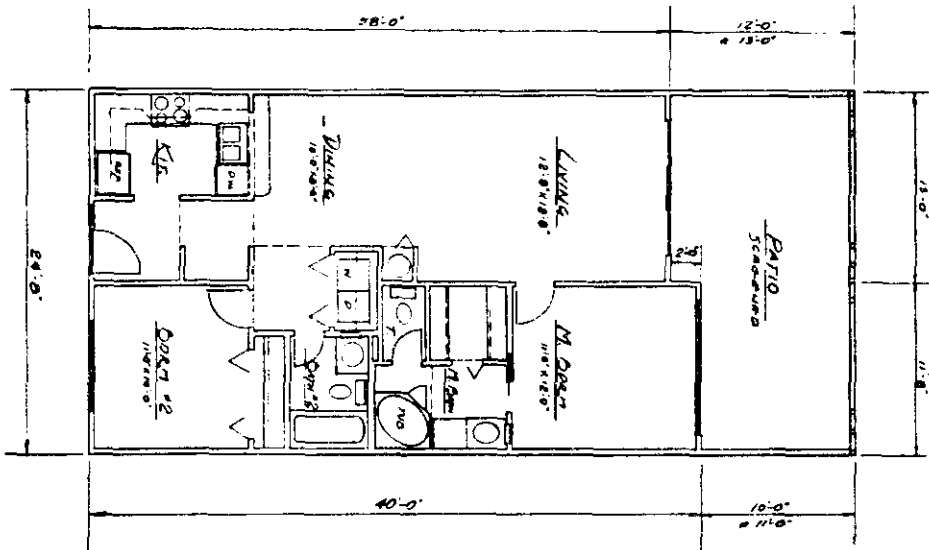
TYPICAL SECTION BUILDING "I"  
THREE STORY BUILDING

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. HILLIS, PA
2			
3			
4			
5			
6			
7			
8			
9			
10			

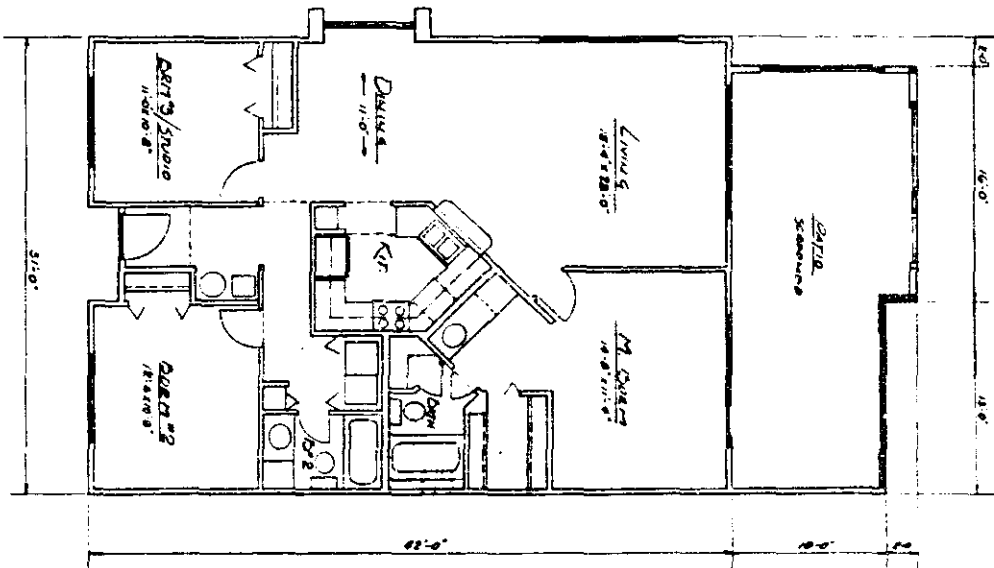
BK0548 PGI 322

OFFICIAL RECORDS



**UNIT TYPE 'A'**  
 Scale 1/8" = 1'-0"  
 LIVING AREA 96.8 S.F.  
 DYN AREA 279 S.F.  
 # 285 S.F.  
 A Garage, Auto Club Garage  
 CAC 7, Auto 121, 200, 1248

**NOTE:** Auto Club Garage  
 Structure Area 12'0" x 12'0" per 4x8 sq ft  
 Auto Club Garage  
 12'0" x 12'0" per 4x8 sq ft  
 or 3'5" per sq ft.



**UNIT TYPE 'B'**  
 Scale 1/8" = 1'-0"  
 LIVING AREA 1,288 S.F.  
 DYN AREA 322 S.F.

1/2" = 1'-0" (Scale)  
 1/4" = 1'-0" (Scale)  
 1/8" = 1'-0" (Scale)  
 1/16" = 1'-0" (Scale)

DATE	11/11/54
BY	J. H. B. Associates, Inc.
PROJECT	UNIT TYPE 'A' & 'B'
NO.	1
REVISIONS	
1	AS SHOWN
2	REVISION
3	REVISION
4	REVISION
5	REVISION
6	REVISION
7	REVISION
8	REVISION
9	REVISION
10	REVISION

BK0548 PGI323

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.

Exh. 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.

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

## 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

RECORDED  
1988 OCT 27 12 15  
TALLAHASSEE  
SECRETARY OF STATE

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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,

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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

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

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ARTICLE VI

COMMITTEES

OFFICIAL RECORDS

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.

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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.

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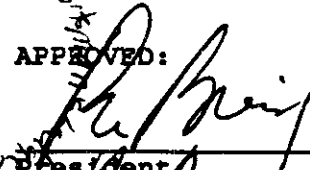
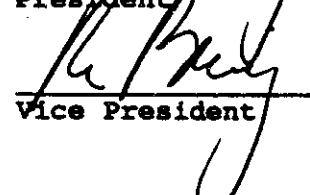


Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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

  
Charles S. Motes, Secretary

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OFFICIAL RECORDS

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



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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:

(a) whenever, in Developer's sole discretion, <sup>OFFICIAL RECORDS</sup> 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



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

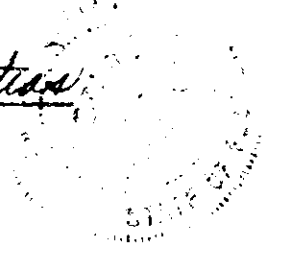
By: Paul G. Reynolds, Jr.  
Its Senior Vice President

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:

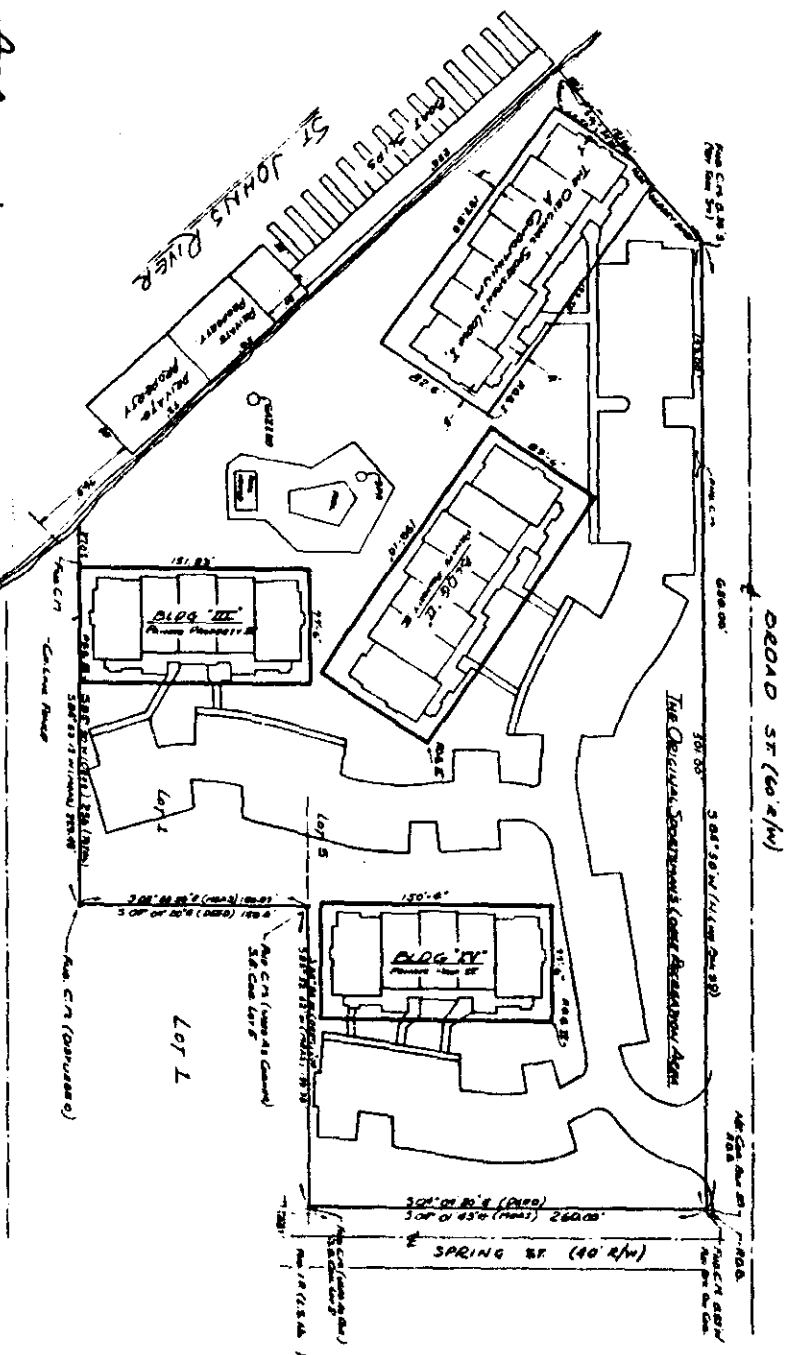
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 11, 1992  
BONDED THRU GENERAL INS. UND.



BR0548 PGI 283

OFFICIAL RECORDS

# THE ORIGINAL SPORTSMAN'S LODGE RECREATION AREA



NOTARY PUBLIC, STATE OF VA.  
My commission expires Mar. 17, 1997

*Richard S. Vanden*  
Richard S. Vanden

*William J. ...*  
William J. ...

*William J. ...*  
William J. ...

511	512	513
514	515	516
517	518	519
520	521	522
523	524	525
526	527	528
529	530	531
532	533	534
535	536	537
538	539	540
541	542	543
544	545	546
547	548	549
550	551	552
553	554	555
556	557	558
559	560	561
562	563	564
565	566	567
568	569	570
571	572	573
574	575	576
577	578	579
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592	593	594
595	596	597
598	599	600

*(Faint text, likely a deed or legal description, partially illegible)*

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.

BK0548 Pg 1286

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

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*Ed L. Hill*

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1989 AUG -4 PM 2:16

*Ed L. Hill*

EXHIBIT B

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS

The Original Sportsman's Lodge Recreation Area

