

DECLARATION of CONDOMINIUM
for
SPORTSMAN'S LODGE
A CONDOMINIUM

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DECLARATION of CONDOMINIUM
for
SPORTSMAN'S LODGE
A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made this 23 day of March 2007 by **Anastasia Developers, LLC.**, a Florida Limited Liability Company, the owner of fee simple title in and to the real property hereinafter described and developer of the improvements thereon, its successors and assigns, (the "Developer"), and with the intent and purpose of submitting said land and improvements to the condominium form of ownership Developer makes the following declaration:

1. PURPOSE

The purpose of this Declaration is to submit the lands described in this Declaration and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Chapter 718 Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands and improvements to the condominium form of ownership and use.

2. NAME

The name by which this condominium is to be identified is:

Sportsman's Lodge, a Condominium.

3. LANDS

The lands owned by the Developer and which by this Declaration are hereby submitted to the condominium form of ownership, are those certain 3 non-contiguous parcels of land located in Putnam County, Florida, and described in "Exhibit A" attached hereto and by reference made a part hereof, hereinafter referred to as the "Condominium Land". The Condominium Land shall be subject to conditions, restrictions, easements and reservations of record. A survey of the Condominium Land is attached as Exhibit "B".

4. BINDING EFFECT

All provisions of this Declaration shall be construed to be perpetual covenants running with the Condominium Land and with every part thereof and interest therein, and each and every condominium parcel owner and claimant of the Land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits provided shall run with each condominium parcel as herein defined.

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5. **DEFINITIONS**

The terms used in this Declaration and in the Articles of Incorporation and the By-Laws of Sportsman's Lodge Condominium Association, Inc., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the use of the singular shall include the plural.

- 5.1 "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit Owner.
- 5.2 "Association" means Sportsman's Lodge Condominium Association, Inc., a not-for-profit Florida corporation which is responsible for the operation of the condominium.
- 5.3 "Board of Directors" means the board of directors or other representative body responsible for administration of the Association.
- 5.4 "By-Laws" means the by-laws of the Association existing from time to time.
- 5.5 "Common Elements" includes within its meaning the following:
- (a) The Condominium Land and other real property which may hereafter be acquired by the Association for the Condominium, which may include any surface water and storm water management system(s) permitted by the St. Johns Water Management District ("SJWMD") upon that property.
 - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements.
 - (c) An easement of support in every portion of a Unit which contributes to the support of a building.
 - (d) The tangible personal property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements.
 - (e) Easements for ingress and egress serving the Condominium Property and serving each Unit.
- 5.6 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium and for which the Unit Owners shall be liable to the Association.
- 5.7 "Common Surplus" means the excess of all receipts of the Association collected on behalf of this Condominium, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the common expenses.
- 5.8 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of Units that may be owned by one (1) or more persons, and there is, appurtenant to each Unit, an undivided share in the Common Elements and Common Surplus.

- 5.09 "Condominium Property" means the Condominium Land, leaseholds and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 5.10 "Declaration" or "Declaration of Condominium" means this Declaration of Condominium for Sportsman's Lodge, a Condominium, as it may be from time to time amended.
- 5.11 "Developer" means Anastasia Developers, LLC, a Florida limited liability company.
- 5.12 "Limited Common Element" means the Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units. Limited Common Elements include, but are not necessarily limited to the exclusive use of any fixtures, equipment or appliances exclusively serving one Unit, including if applicable air conditioning compressors, ducts, pipes, wiring, controls, light fixtures or other apparatus serving only one Unit, even if the same are located outside of the Unit.
- 5.13 "Mortgagee" is the owner and holder of a mortgage encumbering a Condominium Parcel, which owner and holder of said mortgage shall be either a bank, mortgage broker/banker, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, the Federal National Mortgage Association, federal or state agencies, the Developer or other lender lawfully entitled to make mortgage loans against the Property or any Unit.
- 5.14 "Operation" or "Operation of the Condominium" includes the administration and management of the Condominium Property.
- 5.15 "Storm Water or Surface Water Management System" means a system which is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.
- 5.16 "Unit" means a part of the Condominium Property which is subject to exclusive ownership, as more fully described in Article 6 and Article 7 hereof;
- 5.17 "The Original Sportsman's Lodge I Condominium" means the existing condominium building consisting of twenty-one (21) condominium residential units which comprise a separate and distinct condominium development from the one created by this Declaration. The location of the condominium property owned and occupied by The Original Sportsman's Lodge I Condominium is depicted in the survey attached as Exhibit B.
- 5.18 "Recreation Association" means The Sportsman's Lodge Recreation Area Association, Inc. which is the specially-created not-for-profit association formed in 1989 contemporaneous with the development of "The Original Sportsman's Lodge I Condominium", for the purposes and with the powers described in paragraph 6.1 hereof.

The Recreation Association manages and maintains the Recreation Area and the common amenities constructed thereon for the shared benefit of all Unit owners of the Condominium and the Original Sportsman's Lodge I Condominium

- 5.19 "The Recreation Area" means that certain real property, and the amenities and other improvements constructed thereon, within the Sportsman's Lodge Community which is held and managed by the Recreation Association for the purpose described in paragraph 6.1 hereof. The Recreation Area is depicted in the survey attached as Exhibit B.
- 5.20 "Unit Owner" or "Owner of a Unit" means an owner of a Condominium Parcel.
- 5.21 "Utility Services" means and shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services.

6. **DEVELOPMENT PLAN**

- 6.1 **Overview.** (a) Sportsman's Lodge Condominium ("The Condominium") is a 57-Unit residential condominium comprised of three (3) buildings to be constructed on three non-contiguous parcels of land situated in the Town of Welaka, Putnam County, Florida. The three parcels of land are part of a larger development commenced in 1989 and referred to herein as the "Sportsman's Lodge Community". The Sportsman's Lodge Community consists of approximately 5.27 acres of riverfront property comprising the Condominium Land, The Original Sportsman's Lodge I Condominium, and the Recreation Area. The Original Sportsman's Lodge I Condominium is comprised of one 3-story building housing twenty-one (21) residential Units. All are sold and occupied. The Recreation Area includes a community swimming pool and pool house, driveways, sidewalks, a boat dock with 21 boat slips, and other improvements (collectively "the Recreation Amenities"). The Recreation Amenities are managed by the Recreation Association pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements dated July 27, 1989 and recorded at OR Book 548, page 1273 of the Public Records of Putnam County, Florida, as amended in March, 1990 (OR Book 560, Page 370).

(b) Although Developer intends to improve and expand the existing boat dock, boat slips, parking areas and sidewalks and to make other physical improvements to the Recreation Area, Developer does not intend to build any new recreational areas or facilities to be owned exclusively as Common Elements of the Condominium alone. Instead, the Unit Owners of the Condominium will have, as an appurtenance to their respective Units, a membership in the Recreation Association and the shared use of the Recreation Area and facilities with the other members of the Recreation Association, which presently is comprised only of the Unit owners of Sportsman's Lodge I Condominium. All members of the Recreation Association, including the Unit Owners of the Condominium, will continue to use and enjoy the Recreation Amenities and will share in the maintenance and upkeep of the Recreation Amenities on a prorated basis.

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(c) It is anticipated by the Developer and by the Original Sportsman's Lodge Association and by the Recreation Association that at a point in time following the construction of the Condominium and Improvements the three associations will merge so as to create a single association to own and manage the entire Sportsman's Lodge Community, including all lands, Units, shared amenities and other Improvements heretofore owned or managed by the separate associations. In that event, such merger or termination of any association will be accomplished in accordance with the provisions of the governing documents of each association and the requirements of Chapter 718, Florida Statutes.

- 6.2 Status of Development. The new buildings and other physical improvements (the "Improvements") described herein have not been constructed as of the date of this Declaration. The descriptions provided in this Declaration and depicted in the attached Exhibits reflect the Improvements which are proposed by the Developer. The substantial completion of the three Buildings (fifty-seven Units) is expected to occur by June, 2006; however, a longer period of time may be required for completion due to unfavorable housing market conditions, natural disasters, or other forces beyond the control of the Developer.
- 6.3 Improvements. Attached hereto as "Exhibit C" is the site plan for the Sportsman's Community, depicting the Condominium Land, The Original Sportsman's Lodge I Condominium, and the Recreation Area including the existing pool and pool house building, the existing dock and boat slips and the proposed additional dock and boat slips to be constructed in accordance with governmental permitting approvals currently being sought.
- 6.4 Condominium Buildings. The Improvements include three condominium buildings, situated on the Land as depicted in Exhibit "C". Each building contains either eighteen (18) Units or twenty-one (21) Units. All buildings are three-story buildings, and each building is served by two stairways and one elevator. Composite Exhibit "D" provides a graphic depiction of the three buildings and the layout of each relative to the others and relative to the existing building comprising The Original Sportsman's Lodge I Condominium.
- (a) Exhibits D-1 through D-3 (each being a composite of several related pages) depict the three building plans showing elevational views and building floor plans for all three floors of each building, and identifying each Unit on each floor of each building by Unit type and Identifying Unit number;
- (b) Exhibit D-4 (a composite) depicts Unit type floor plans which show the layout and room dimensions of each of the two Unit types: one 2-bedroom unit type and one three-bedroom unit type.

Those Exhibits and the legends and notes contained within said Exhibits are incorporated herein and made a part hereof by reference.

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- 6.5 Common Areas. Exhibits "B and "C" depict the Recreation Area.. There are no additional common areas of open land or recreation facilities planned by the Developer for the exclusive use of the Condominium.
- 6.6 Parking Spaces. The Improvements also include the expansion of existing parking spaces within the Recreation Area, so as to provide a total of 159 total parking spaces for the shared use of the Condominium Unit Owners and the Unit Owners of The Original Sportsman's Lodge I Condominium. The actual number of total parking spaces may vary according to final site layout and permitting approvals.
- 6.7 Boat Slips. Developer will make application for approval and construction of the new boat dock and 57 additional boat slips, so as to provide the Recreation Association with a total of seventy-eight (78) new and existing boat slips. If approved, this will allow the Recreation Association to assign each Unit Owner of the Condominium and each Unit Owner of The Original Sportsman's Lodge I Condominium a specific boat slip to be used by the Unit Owner exclusively as a Limited Common Element. However the number of new boat slips permitted may be fewer than 57, in which event the total number of boat slips will be fewer than 78. In that event, the Unit Owners and the Unit Owners of The Original Sportsman's Lodge I Condominium will share the use of the boat slips in a manner determined by the Association and the Recreation Association to allow maximum access to and use of those slips by Unit Owners who actually have a need for them from time to time.
- 6.8 Pool and Pool House.

The existing pool and pool house depicted in Exhibits B and C will be left intact and not expanded or substantially improved during construction of the Condominium. The pool and pool house will continue to be held and maintained by the Recreation Association for the shared use of all Unit Owners within the Sportsman's Lodge Community.

7. CONDOMINIUM UNITS

- 7.1 Ownership. Each Unit, together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, subject to the provisions of the condominium documents establishing this Condominium, the Condominium Act and any other covenants and restrictions or easements of record.
- 7.2 Description of Units. The legal description of each Unit shall consist of the identifying number of such Unit as shown on "Exhibit D". Every deed, lease, mortgage or other instrument may legally describe a Unit and/or Condominium Parcel by its identifying number as provided for on "Exhibit D," and each and every description shall be deemed good and sufficient for all purposes. **NOTE:** The identifying number of each Unit is expected to be different from its street address which will be assigned to each Unit by the regulatory agency with authority to do so.

7.3 Unit Boundaries. The interior dwelling space of each Unit shall include that part of the building within the boundaries determined as follows:

- (a) The upper and lower boundaries of the interior Unit shall be the following boundaries extended to an intersection with the vertical boundaries:
 - (i) The upper boundary shall be the horizontal plane of the undecorated, finished ceiling.
 - (ii) The lower boundary shall be the horizontal plane of the undecorated, finished floor.
- (b) The vertical boundaries of the interior Unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the perimeter walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.
- (c) All glass and other transparent and/or translucent material or screens covering windows and doors and the material covering other openings in the exterior walls of the Units shall be construed to be within the boundaries and part of the Unit exclusively served by such windows, doors, and other openings.

7.4 Combined Units. In the event more than one (1) unit has been acquired by the same owner and combined into a single dwelling place, the unit plans as described in "Exhibit D" may not reflect the interior plans of the combined units, but the exterior boundaries of the combined units shall remain the same. Should any units be combined, combined units shall continue to exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all Exhibits attached hereto.

8. OWNERSHIP

8.1 Type of Ownership. Ownership of each Condominium Parcel shall be in fee simple.

8.2 Association Membership. The owners of record of the Units shall be Members of the Association. There shall be one (1) membership for each Unit and if there is more than one (1) record owner per Unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the Unit.

8.3 Unit Owner's Rights. Each Unit Owner shall be entitled to exclusive possession of his Unit subject to the provisions of the condominium documents and the Condominium Act. The Owner of a Unit shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the Common Elements, and a joint mutual easement for that purpose is hereby created.

8.4 Appurtenances to Units. There shall be appurtenant and pass with the title to each Unit the rights, shares and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

- (a) An undivided percentage share as described in Section 9 hereof, in the Common Elements and Common Surplus, as described herein;
- (b) The right to use those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements, if any;
- (c) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time;
- (d) Non-exclusive easements, to be used and enjoyed in common by all Owners of Units in the Condominium, their guests and invitees, for use of those Common Elements, Recreation Area common facilities, or other facilities within the Sportsman's Lodge Community not designated as Limited Common Elements of this Condominium or of The Original Sportsman's Lodge I Condominium, including, without limitation, easements for the furnishing and maintenance of utility services to all parts of the Condominium Land over, across, in and through the Condominium Land and Buildings, as the fixtures and equipment therefor now exist and/or may be modified or relocated;
- (e) An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit, or upon any portion of the Common Elements, or vice versa, for any reason not caused by or resulting from the willful negligent act of Developer or any Unit Owner, including, without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachments, as an easement appurtenant to the encroaching Unit or other improvements, to the extent of such encroachment;
- (f) A non-exclusive easement for ingress and egress over, across and upon the walkways, streets, paths, parking areas and other portions of the Recreation Area.
- (g) The right to membership in the Association (hereinafter defined) upon the terms and conditions set forth elsewhere herein.
- (h) The right to membership in the Recreation Association, and the proportionate rights and interests of each Unit Owner in the funds, amenities and other assets held or owned by the Recreation Association.

9. **RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS**

The fee title of each Condominium Unit shall include both the Unit and an undivided interest in the Common Elements. The undivided interest in the Common Elements is deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium Unit. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. Any attempt to separate and/or

any action to partition the fee title to a Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void.

10. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

10.11 Each Unit Owner shall own an equal, undivided percentage share of the Common Elements and Common Surplus of the Condominium and Condominium Association, based upon the total number of Units in the Condominium. There are 57 Units planned for development by the Developer. The percentage share of each Unit Owner's ownership of Common Elements is determined by the percentage which one Unit bears to 57 Units (1.754 %).

10.12 Separate and apart from the Unit Owner's share of the Common Elements of the Condominium and Common surplus of the Condominium Association, pursuant to the Recreation Association Declaration of Covenants, Conditions, Restrictions and Easements and the Articles of Incorporation of the Recreation Association, each Member of that Association, including Unit Owners of this Condominium, shall own an equal, undivided percentage share of the Recreation Association, its assets and common surplus. The share of each Unit Owner is based upon the total number of Unit Owners who, from time to time, comprise the total membership in and of the Recreation Association. Presently there are 21 Unit Owners of The Original Sportsman's Lodge I Condominium, and 57 Units are planned for this Condominium. Once those new Units are completed and sold, the percentage share of each Recreation Association Member will determined by the percentage which one Unit bears to 78 Units (1.28 %).

11. COMMON EXPENSE AND COMMON SURPLUS

11.1 Attributable Share. Each Unit Owner shall be responsible for a portion of the Common Expenses and costs, and such share shall be in the same percentage as that Owners' share of the undivided ownership of the Common Elements as established in conformance with Article 10. Any Common Surplus of the Association shall likewise be owned by each Unit Owner in the same proportion as their percentage liability for Common Expenses. Section 22 hereof sets forth certain rights, privileges and obligations of the Developer relative to payment of Common Expenses during the "Start-Up Period" defined therein and in relation to unsold Units; those provisions may alter the Developer's share of those Common Expenses but shall not alter any other Unit Owner's share of Common Expenses.

12. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the Condominium Property and restrictions upon its alterations and improvements shall be as follows:

12.1 As to Units:

(a) The Association shall maintain, repair and replace at the Association's expense:

- (i) All portions of the Condominium Property contributing to the support of the condominium buildings, which portions shall include, but not be limited to: outside walls of the buildings and all fixtures on its exterior; those portions of boundary walls not a part of Unit; floor and ceiling slabs; load-bearing columns; and load-bearing walls.
 - (ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services contained in the portion of the Condominium Property maintained by the Association and all such facilities contained within a Unit that service part or parts of the Condominium Property other than the Unit within which contained.
 - (iii) All incidental damage caused to a Unit by such work described in this Section 12.1.1 shall be repaired promptly at the expense of the Association.
- (b) The responsibility of the Unit Owner shall be as follows:
- (i) To keep and maintain his Unit, and all equipment and appurtenances within and servicing his Unit in good order, condition and repair, and to perform promptly all such maintenance and repair work within the Unit which, if omitted, would affect the Condominium Property in its entirety or in a part belonging to others, being expressly responsible for the damages and liability which his failure to do so may engender.
 - (ii) To maintain, repair and replace any and all walls, ceiling and floor interior surfaces, window glass, exterior doors and door glass, painting, decorating and furnishings, and all other accessories which such Owner may desire to place and maintain in his Unit.
 - (iii) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
 - (iv) Maintenance and repairs of fixtures and equipment located within a Unit and exclusively servicing a Unit shall be paid for and be a financial obligation of the Unit Owner.
 - (v) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of a condominium building and/or property.
- (c) Access to Unit: Any officer or the Association or any agent of the Board of Administration shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

- (d) Alteration and Improvement: Except as elsewhere reserved to the Developer, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval in writing of owners of all Units in the building and approval of the Board of Directors. If so approved, a copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

12.2 As to Common Elements

- (a) The maintenance and operation of the Common Elements, including the repair, maintenance and replacement of landscaping and other improvements and facilities constituting the Condominium Property shall be the responsibility of the Association as a Common Expense.
- (b) The Association, together with the Recreation Association and the Original Sportsman's Lodge Condominium Association, shall be responsible for the maintenance, operation and repair of the surface water or storm water management system(s), which shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the SJWMD. Any repair or reconstruction of the surface water or storm water management system shall be as permitted or, if modified, as approved by the SJWMD.
- (c) Land Acquisition: Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. Such amendment, when recorded in the public records of Putnam County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the Unit Owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.
- (d) Land Not Incorporated: Any land acquired by the Association that is not incorporated into the land by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record Unit Owners of not less than seventy-five percent (75%) of the Common Elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

- (e) Personal Property: Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

12.3 Enforcement of Maintenance

- (a) In the event that an owner of a Unit fails to maintain a Unit as required above, the Association, Developer or any other Unit Owner shall have the right to proceed to any appropriate court to seek and obtain compliance with the foregoing provisions. The Association shall have the right to have its employees or agents enter the Unit during reasonable business hours when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another unit or units.
- (b) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration of Condominium which relate to the maintenance, operation and repair of the surface water or storm water management system.

13. USE RESTRICTIONS

Note: THE LEASE OF ANY UNIT IS AND SHALL BE MADE SUBJECT TO EACH AND EVERY USE RESTRICTION CONTAINED HEREIN.

13.1 As to Units

- (a) Each of the Units shall be occupied only by the Unit Owner, members of his family, tenants of a Unit Owner and their respective servants and guests, as a residence or as temporary lodging and for no other purpose. No Unit shall be permanently occupied by more than six (6) persons, and the maximum permanent occupants and overnight guests shall be no more than eight (8) persons per Unit.
- (b) No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.
- (c) Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit or the building without the prior written consent of the Board of Directors.
- (d) No clotheslines or similar devices shall be allowed on any patios, sun decks or balconies of a building, or any other part of the Condominium Property, without the prior written consent of the Board of Directors.
- (e) No Unit Owner shall make, allow or cause to be made, any structural addition or alteration of his Unit of the Common Elements without the prior written consent of the Association.

- (f) Unless otherwise restricted by applicable laws and ordinance, a Unit Owner may rent or lease his Unit without restriction as to the duration of such rental, provided that such rental shall remain subject to the Use Restrictions contained herein and to compliance with the Rules and Regulations adopted by the Association.

13.2 As to Common Elements

The Common Elements shall be used only for the purposes for which they are intended. Such use shall be in accord with the Rules and Regulations adopted by the Association, as amended from time to time.

13.3 Nuisances

No nuisances nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents shall be allowed on the Condominium Property. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate. No explosive or combustible materials shall be kept in any Unit other than common and customary household cleaning products, and no fire hazard shall be allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

13.4 Lawful Use

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed and complied with. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned, as set forth herein.

13.5 Signs

No signs shall be displayed from a Unit or on Common Elements except such signs as are permitted by the Rules and Regulations of the Association or which shall have the advance written approval by the Board of Directors.

13.6 Rules and Regulations

Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. The Initial Rules and Regulations are included within the By-Laws.

13.7 Proviso

Until the Developer has completed all of the contemplated improvements and closed the sales of all of the Units of this Condominium, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion by the Developer of all contemplated improvements and the sale by the Developer of all Units, and the Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of customary signs.

14. PARKING SPACES

The Improvements include the expansion of the common parking areas and the number of parking spaces within the Recreation Area to be used by Unit Owners as an appurtenance to their Units. When completed, the Improvements will include 159 parking spaces for the 78 Unit owners within the Sportsman's Lodge Community. The Developer and the Recreation Association Board will agree as to a suitable plan for assignment and shared use of parking spaces as soon as the total number of new spaces has been determined.

15. EASEMENTS

Each of the following easements is a covenant running with the land of the Condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the Condominium and the exclusion of any lands of the Condominium from the Condominium. The easements created hereby are as follows:

15.1 Utilities

As may be required for Utility Services in order to adequately serve the Condominium Property; provided, however, easements through a Unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the Unit Owner.

15.2 Pedestrian and Vehicular Traffic

For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the Common Elements; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

15.3 Structural Support

Every portion of a Unit contributing to the structural support of the Condominium Building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the building.

15.4 Perpetual Non-Exclusive Easement in Common Elements

The Common Elements shall be, and the same are hereby declared to be subject to, a perpetual, nonexclusive easement in favor of all Unit Owners for their use and the use of their immediate families, tenants, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners.

15.5 Right of Entry into Private Dwellings in Emergencies

In case of emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

15.6 Right of Entry for Maintenance of Common Property

Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of the Condominium Property, the owners of each Unit shall permit other owners or their representatives, or a duly constituted and authorized agent of the Association, to enter such Unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

15.7 Easement for Access and Drainage

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or storm water management system(s) for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or storm water management system at a reasonable time and in a reasonable manner, to operate, maintain, or repair the surface water or storm water management system as required by the St. Johns Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or storm water management system. No person shall alter the drainage flow of the surface water or storm water management system(s), including buffer areas or swales, without the prior written approval of the SJWMD.

15.8 Easement for Unintentional and Non-Negligent Encroachment

In the event that any Unit shall encroach upon any of the Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners, or agents of such Owners or Owners, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment into the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.

15.9 Air Space

An exclusive easement for the use of the air space occupied by a Unit as it exists at any particular time and as the Unit may lawfully be altered.

15.10 Easements for Encroachments

Easements for encroachments by the perimeter walls, ceilings and floor surrounding each Unit.

15.11 Easement for Overhangs

Easement for overhanging troughs or gutters, down spouts and the discharge therefrom of rainwater and the subsequent flow thereof over Units or any of them.

15.12 Easement for Air Space of Common Elements

An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements but exclusively serving and individually owned by the owner of the Unit, as the same exist in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

16. ASSOCIATION

In order to provide for the efficient and effective administration of this Condominium by the Unit Owners, a non-profit corporation known and designated as Sportsman's Lodge Owners Association, Inc. (the "Association"), has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this Condominium, and shall undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration, its Articles, its By-Laws, the Rules and Regulations promulgated by the Association from time to time and the Condominium Act.

16.1 Articles of Incorporation

A copy of the Articles of Incorporation of the Association is attached hereto as "Exhibit E."

16.2 By-Laws

A copy of the By-Laws of the Association is attached hereto as "Exhibit F."

16.3 Limitation Upon Liability of Association

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Land and Buildings, the Association shall not be liable to Unit Owners, their families, guests, invitees or lessees for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Land or Buildings property or caused by the actions of other Unit Owners or other persons.

16.4 Restraint Upon Assignment of Shares in Assets

The shares of Members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

16.5 Approval or Disapproval of Matters

Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

16.6 Membership

The record owners of all Units in this condominium shall be Members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation and the Initial Board of Directors named therein, for so long as they remain Directors. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a Condominium Parcel in the Condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the Public Records of Putnam County, Florida, of the deed or other instrument establishing the acquisition and, designating the Unit affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

16.7 Voting

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit.

17. INSURANCE

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

17.1 Authority to Purchase

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Condominium Property for the benefit of the Association and the Unit Owners and their mortgagees, as their interest may appear. Provisions shall be made for the

issuance of certificates or mortgagee endorsements to the mortgagees of Unit Owners. Such policies and endorsements shall be deposited with the Board of Directors. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. Insurance policies issued to Unit Owners on individual Units shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida; provided, however, all such insurance policies must be accepted and approved by the Institutional Mortgagee holding the largest aggregate dollar sum of mortgages encumbering Condominium Parcels in the condominium, said sum to be ascertained at the time of purchase or renewal of each policy.

17.2 Coverage

(a) Casualty. All buildings and improvements upon the land, including Units and personal property of the Association included in the Condominium Property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance. Every hazard policy which is issued to protect the Condominium Building shall provide that the term "building" wherever used in the policy shall include but not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the Unit was initially conveyed if the original plans and specifications are not available; however, the term "building" shall not include floor coverings, wall coverings, or ceiling coverings.

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Public Liability. In such amounts and with such coverage as shall be required by the Association with cross liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner; provided, however, such coverage shall be for at least \$1,000,000.00 for personal injury, including death, combined single limit.

(c) Workmen's Compensation. As shall be required to meet the requirements of law.

(d) Additional Insurance. Such other insurance as the Board of Directors, in its discretion, may determine from time to time to be in the best interest of the Association and the Unit Owners, including Directors Liability Insurance or other insurance that an Institutional Mortgagee may reasonably require, so long as it is the owner of a mortgage on any Condominium Parcel.

17.3 Premiums

Premiums for insurance policies purchased by the Association shall be paid by the Association.

17.4 Insurance Trustee

The Association shall have the right, but not the obligation, to designate the Insurance Trustee and, if the Association does so, then all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee. Should an Insurance Trustee be appointed, the Trustee shall be either a bank with trust powers, doing business in the State of Florida or an attorney who is a member of the Florida Bar. If the Association does appoint an Insurance Trustee, the Trustee will perform the duties and obligations imposed by this Article 17 and by Article 18 of this Declaration with respect to the collection, holding, use and application of insurance proceeds for the benefit of the Assureds. If no Insurance Trustee is appointed, then the Association, through its Board of Directors, shall perform those duties and obligations as set forth by this Article 17 and Article 18.

17.5 Assured

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear (the Unit Owners and their mortgagees being additional insureds) and shall provide that all proceeds covering casualty losses shall be paid to the Board of Directors. All insurance policies shall require written notification to each Institutional Mortgagee of record and the Association not less than thirty (30) days in advance of a lapse, cancellation or material modification of any insurance policy insuring the Condominium Property. An Institutional Mortgagee may record its name by providing written notice to the insurer or by causing an endorsement to the policy to be issued.

(a) Proceeds on account of Common Elements shall be held in shares equal to the Unit Owner's share of the Common Elements.

(b) Proceeds on account of Units shall be held in the following undivided shares:

(i) Partial Destruction: When the building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

(ii) Total Destruction: When a building is to be restored, for the owners of all Units in the building in as many undivided shares as there are Units in the building.

(iii) Mortgagee: In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against Units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

17.6 Distribution of Proceeds

Proceeds of insurance policies received by the Board of Directors shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust: All expenses of the Board of Directors shall be first paid or provisions made therefor.

(b) Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or repair: If it is determined in the manner provided in this Declaration that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(d) Association as Agent: The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

18. RECONSTRUCTION OR REPAIR AFTER CASUALTY

18.1 Determination to Reconstruct or Repair

If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements: If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) Condominium property:

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(i) If Units to which fifty percent (50%) or more of the Common Elements are appurtenant are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided in this Declaration that the Condominium shall be terminated.

(ii) If Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided in this Declaration, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the Common Elements agree in writing to such reconstruction or repair.

18.2 Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached hereto as exhibits; provided, however, such reconstruction or repairs may deviate therefrom if made according to substituted plans and specifications approved by the Board of Directors, and, if the damaged property is the Condominium Buildings, by the owners of not less than seventy-five percent (75%) of the Common Elements, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

18.3 Responsibility

If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

18.4 Estimates of Costs

As soon as reasonably practicable after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

18.5 Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds to pay the estimated costs. Assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements.

18.6 Deductible Provision

The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a Common Expense.

18.7 Construction Funds

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Board of Directors and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

- (a) The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner shall be paid by the Association to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and mortgagee jointly.
- (b) The amount of the estimated costs of reconstruction and repair which is the responsibility of the Association shall be disbursed from the construction fund in payment of such costs in the manner required by the Board of Directors and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.
- (c) It shall be presumed that the first monies "disbursed in payment of costs of reconstruction and repair" shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner provided herein; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owners into the construction fund shall not be made payable to any mortgagee.

19. ASSESSMENTS

The making and collecting of assessments against Unit Owners for Common Expenses shall be the obligation of the Board of Directors pursuant to the By-Laws and subject to the following provisions:

19.1 Share of the Common Expenses

Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall be entitled to an undivided share of the Common Surplus, such shares being set forth in Sections 10 and 11 hereof. A Unit Owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a Unit. Except as provided in Section 19.8, a grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of

transfer of title, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

19.2 Reserve Fund.

The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the owners of all Units. Capital expenditures payable from this reserve account shall include, but not be limited to, roof replacement, building painting, pavement resurfacing, landscape maintenance and replacement and similar expenditures. The amount to be reserved shall be computed by means of a formula which is based on estimated life and estimated replacement cost of each reserve item.

19.3 Capital Contributions.

In addition to the amounts allocated to the Reserve Fund from each Annual Budget, with each conveyance of a Unit to a new Owner of that Unit, including the original conveyance by the Developer to the original Unit Owner and all subsequent conveyances of that Unit by the original Owner and by his successors to new Owners, each such Owner shall pay an amount to the Association equal to two times the then current monthly assessment charge for such , to be placed in the Association's Reserve Fund.

19.4 Non-Waiver

The liability for assessments may not be avoided by waiver of the use of enjoyment of any Common Elements or by abandonment of the Unit for which the assessment is made.

19.5 Interest, Application of Payments

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida (not to exceed 18% per annum), from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

19.6 Lien for Assessments

The Association shall have a lien on each Unit for any unpaid assessments, together with interest and reasonable attorneys fees incurred by the Association which are incident to the collection of the assessment or the enforcement of the lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. All such sums shall be payable by the Unit Owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each Unit Owner in payment of his obligation for use charges and operation costs likewise referred to as Common Expenses. The Association's

lien shall be effective from and after the time of recording in the Public Records of Putnam County, Florida, of a claim of lien setting forth the description of the Unit, the name of the owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Notwithstanding anything contained herein to the contrary, no such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien.

19.7 Collection and Foreclosure

The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise claims if the compromise is in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association which are covered by the lien enforced. The Association shall give all notices required by the Condominium Act in the manner required by the Condominium Act and shall otherwise comply with the Condominium Act in regard to such enforcement and foreclosure of liens.

19.8 Liability of Mortgagee Lienor or Judicial Sale Purchaser for Assessment

Notwithstanding anything to the contrary contained in this Declaration, where the mortgagee of a first mortgage of record or other purchaser of a Unit, obtains title to a Unit by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder, or when the mortgagee of a first mortgage of record accepts a deed to a Unit in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments attributable to such Unit, or chargeable to the former owner of the Condominium Parcel which became due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such liability is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the Unit in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the Common Expenses and such other expenses as may be chargeable to the owner of a Unit hereunder.

19.9 Unpaid Assessments - Certificate

Within 15 days after request by a Unit Owner or holder of a mortgage encumbering a Unit, the Association shall provide a certificate stating all assessments and other moneys owed to the Association, if any, by the Unit Owner with respect to the Condominium Parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

20. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration, By-Laws and Rules and Regulations adopted pursuant thereto and as they may be amended from time to time. Failure of Unit Owners to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

20.1 Negligence.

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their tenants, guests, invitees, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements.

20.2 Fines.

The Board of Directors shall have the authority to assess fines in the manner and in such amounts as set forth in the By-Laws and permitted by the Condominium Act.

20.3 Costs and Attorneys' Fees.

In any proceeding arising from an alleged failure of a Unit Owner to comply with the terms of the Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

20.4 No Waiver of Rights.

The failure of the Association or any Unit Owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles, By-Laws or any Rule or Regulation adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

21. AMENDMENT OF DECLARATION

This Declaration may be amended in the following manner:

21.1 Notice.

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

21.2 Resolution of Adoption.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association pursuant to the Condominium Act and this Declaration. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided in this Declaration, such approvals must be either by:

- (a) Not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or
- (b) Not less than eighty percent (80%) of the votes of the entire membership of the Association.

21.3 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association whenever it appears that there is an omission or error in this Declaration, or any exhibit attached hereto, or amendment hereto, and approved by a majority vote of the entire membership of the Board of Directors and by not less than fifty percent (50%) of the votes of the entire membership of the Association. Any amendment adopted pursuant to the provisions of this paragraph 21.3 shall not materially adversely affect the property rights of Unit Owners. Until the Developer has sold and conveyed all of the Units in the condominium, any amendment adopted pursuant to this paragraph 21.3 must be approved and consented to by the Developer. The amendment shall be effective when passed and approved and a certificate of the amendment is executed and recorded as provided in the Condominium Act.

21.4 Proviso

No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners so affected and their Institutional Mortgagees shall consent; and no amendment shall change the configuration or size of any Unit, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus unless the Owner of the Unit concerned and all record owners of liens encumbering the Unit shall join in the execution of the amendment and unless all other Unit Owners approve the amendment. No amendment shall make any change in the section entitled "Insurance", nor in the section entitled "Termination", nor in the section entitled "Reconstruction or Repair After Casualty", unless all Unit Owners and the record owners of all mortgages encumbering Units shall join in the execution of the amendment;

nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights or interests of Unit Owners in relation to the addition of phases unless all Unit Owners join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would permit time-share estates to be created in any Unit unless all Unit Owners and the record owners of all liens encumbering Units join in the execution of the amendment. Any amendment which alters any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the SJWMD.

21.5 Execution and Recording

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Putnam County, Florida.

22. DEVELOPER'S UNITS AND PRIVILEGES

22.1 Developer

The Developer, at the time of the recording of this Declaration, is the owner of all of the real property, individual Units and appurtenances comprising this condominium. The Developer shall have the right to transact upon the Condominium Property any business necessary to consummate the sale of Units, including, but not limited to, the right to maintain sales models, erect signs, staff employees, maintain offices, use the Common Elements and show Units. Any sales office, signs, fixtures or furnishings and other tangible personal property, belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.

22.2 Expenses

After the commencement date of payment of monthly Common Expenses, in the event there are unsold Units the Developer retains the right to be the owner of said unsold Units. With respect to those unsold Units, the Developer shall be excused from the payment of the share of the Common Expenses and assessments related to those Units for a period of time (the "Start-Up Period") ending the first day of the thirteenth calendar month following the month in which the closing and sale of the first Unit occurs; provided, however, during that Start-Up Period the Developer shall be required to contribute such sums to the Common Expenses as required to cover any shortfall resulting after application of assessments against other Unit Owners, so as to provide necessary funds for the Association to maintain the Condominium. No funds which are receivable from Unit purchasers or owners and payable to the Association or collected by

the Developer on behalf of the Association, other than regular periodic assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget pursuant to the condominium Act, shall be used for payment of Common Expenses during the Start-Up Period (this restriction applies to funds including, but not limited to, capital contributions to Reserve Accounts or start-up funds collected from purchasers of Units at closing). Commencing upon the expiration of the Start-Up Period, the Developer shall contribute to the Common Expenses, as to the unsold Units owned by the Developer, in the same manner as all other Unit Owners. Notwithstanding the foregoing, in the event the Developer is the owner of Units during the Start-Up Period, and if any such Unit is leased and occupied by a third party, then the maintenance of said Unit shall be contributed and borne by the Developer as all other Unit Owners.

22.3 Amendment

Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all Units.

23. TERMINATION

The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

23.1 Destruction

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

23.2 Agreement

The Condominium may be terminated by the approval in writing of all of the owners of the Units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the Members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent (75%) of the Common Elements, and of the record owners of all mortgages upon said Units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners within the period ending on the sixtieth (60th) day from the day of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

- (a) **Exercise of Option:** The option shall be exercised by delivery or mailing by certified mail, to each of the record owners of the Units to be purchased, of an agreement to purchase, signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall provide for the purchase of all of the Units

owned by owners not approving the termination₁ and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

- (b) Price: The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- (c) Payment: The purchase price shall be paid in cash.
- (d) Closing: The sale shall be closed within thirty (30) days following the determination of the sale price.

23.3 Certificate

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Putnam County, Florida.

23.4 Shares of Owners After Termination

After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to each of the Units prior to the termination.

23.5 Amendments

This section concerning termination cannot be amended without consent of all Unit Owners and all record Owners of mortgages upon condominium parcels.

24. NOTICE TO MORTGAGEES

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the number of the Unit, any Institutional Mortgagee, insurer or guarantor of a mortgage on a Unit will be entitled to timely written notice of:

- (a) Any proposed amendment of the Declaration effecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2)

the interest in the Common Elements appertaining to a Unit or the liability for Common Expenses appertaining thereto, (3) the number of votes in the Association appertaining to a Unit, or (4) the purposes to which any Unit or the Common Elements are restricted.

- (b) Any proposed termination of this Condominium.
- (c) Any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit encumbered by the lien of its mortgage.
- (d) Any 60-day delinquency in the payment of Assessments or charges owed by the owner of any Unit on which it holds the mortgage.
- (e) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association.
- (f) Any proposed action that requires the consent of a specified percentage of Mortgagees.

The foregoing shall be in addition to all other rights of a Mortgagee under this Declaration. The Association shall not be liable for any loss occasioned by a Mortgagee by virtue of any of the matters set forth herein or the payment of or for any Assessment, insurance premium or loss.

25. INFORMATION

The Association shall make available to the Owner of each Unit and to Institutional Mortgagees and to insurers and guarantors of any first mortgage on a Unit and to their authorized representatives, current copies of the Declaration, Articles of Incorporation, By-Laws, other rules and regulations affecting the Condominium Property, and the other official records required to be maintained by the Association pursuant to the Condominium Act. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

26. SEVERABILITY AND INVALIDITY

The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Articles of Incorporation or the By-Laws, shall not affect the validity of the remaining portions which shall remain in full force and effect. In the event any court shall hereafter determine that any provisions of this Declaration, as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

27. INTERPRETATION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, Anastasia Developers, LLC., has caused the execution of this Declaration of Condominium this 23 day of March, 2007.

Signed, sealed and delivered in the presence of the following witnesses:

ANASTASIA DEVELOPERS, LLC.

By: Alva C. Atkins
Its: Alva C. Atkins
Managing Member

L. DuPont
Name: L. DuPont

(CORPORATE SEAL)

John L. Whitman
Name: John L. Whitman

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing Declaration of Condominium was acknowledged before me this 23 day of MAR, 2007 by Alva C. Atkins, the Managing Member of Anastasia Developers, LLC., a Florida Limited Liability Company, and who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Name: Mary Lynne DuPont
My Commission Number is:
My Commission Expires:

9-12-05 / rev. 3-20-07



Mary Lynne DuPont
MY COMMISSION # DD288488 EXPIRES
June 2, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

**Legal Description of 3 pads of land comprising
Sportsman's Lodge, a Condominium**

1. PROPOSED BUILDING #2:

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

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

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

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

2. PROPOSED BUILDING #3:

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

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

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

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

3. PROPOSED BUILDING #4:

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

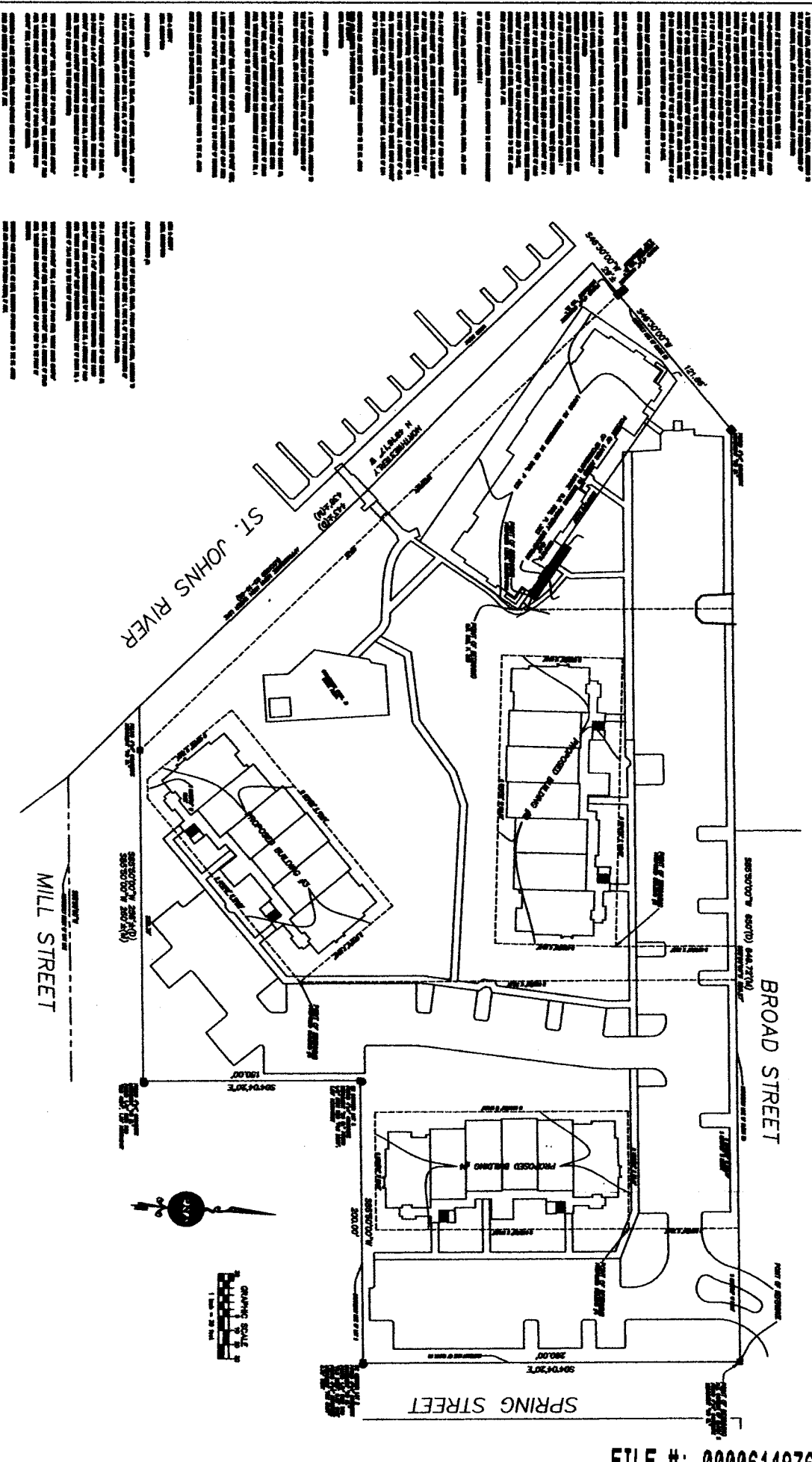
FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER
OF SAID BLOCK 59, SAID POINT BEING A 4"x4" CONCRETE
MONUMENT "NO IDENTIFICATION: THENCE SOUTH 85°50'00" WEST,
ALONG THE NORTHERLY LINE OF SAID BLOCK 59, A DISTANCE OF
94.19 FEET; THENCE SOUTH 04°10'00" EAST DEPARTING SAID
NORTHERLY LINE OF BLOCK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

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

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

FILE #: 0000614976
Page 37 of 80

SURVEY OF THE SPORTSMAN'S LODGE CONDOMINIUM AND RECREATION AREA



PROJECT NUMBER: 542-005
DATE: 09/20/06
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN

THESE PLANS WERE PREPARED BY THE SURVEYOR AND ENGINEER, AND THE SURVEYOR AND ENGINEER ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE SURVEYOR AND ENGINEER ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

PROPERTY OWNER: [Name]
PROJECT: [Name]

PRIVETT-NILES and ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
LICENSED BUSINESS NO. 8824 SUITE 70
3000 N. PONCE DE LEON BOULEVARD
(904) 829-2591 FAX: (904) 829-5070

Exhibit E

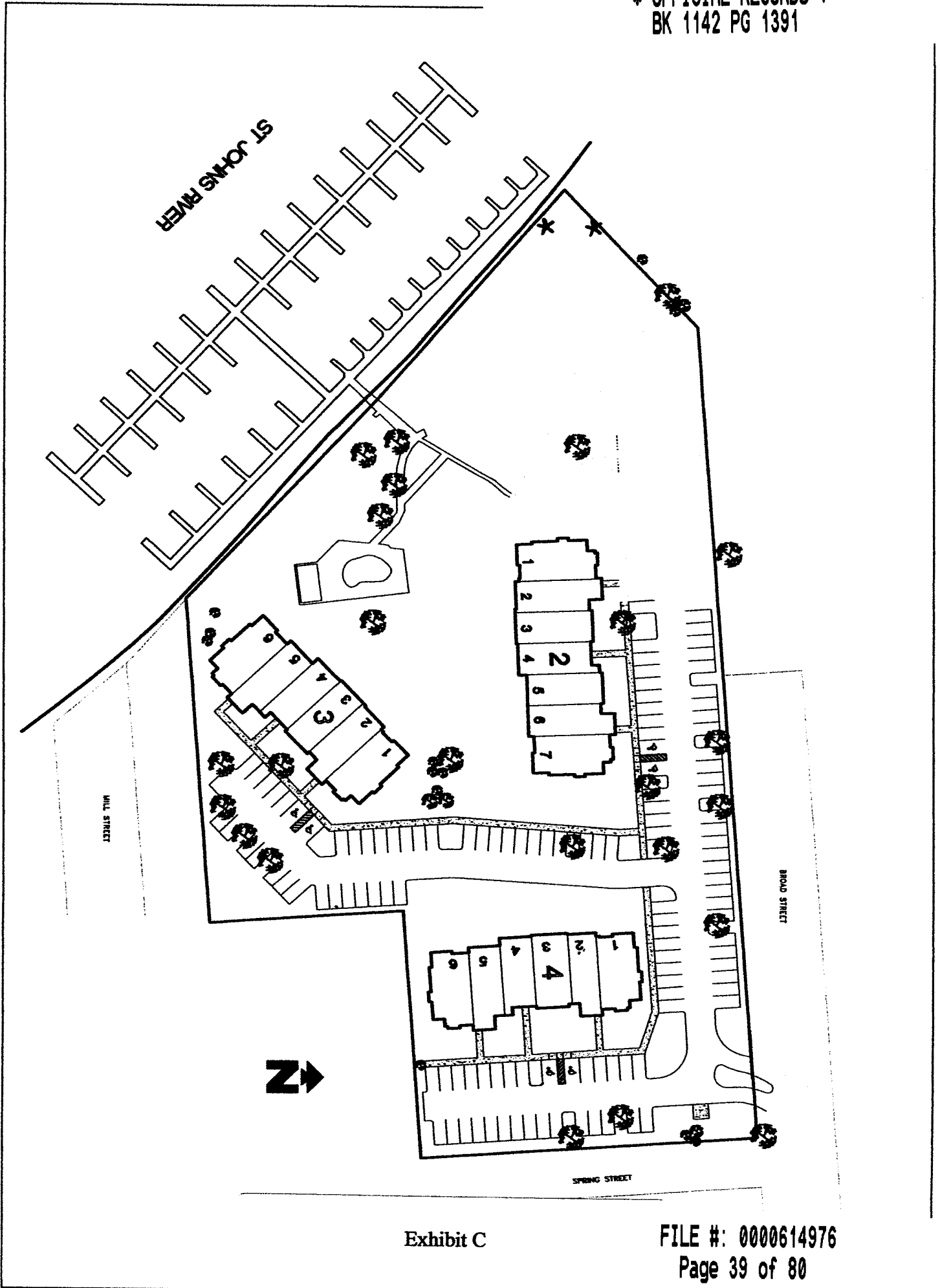
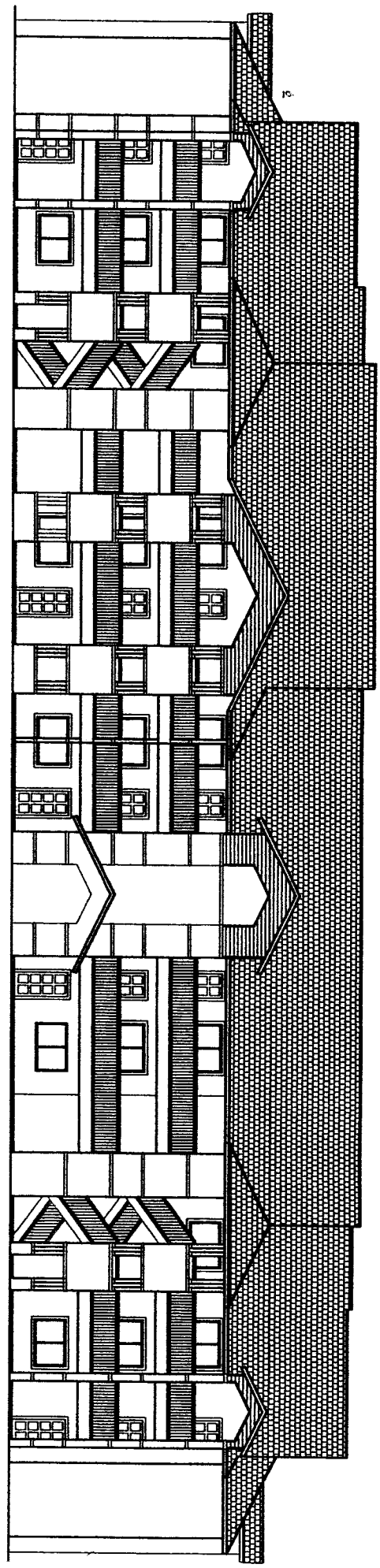
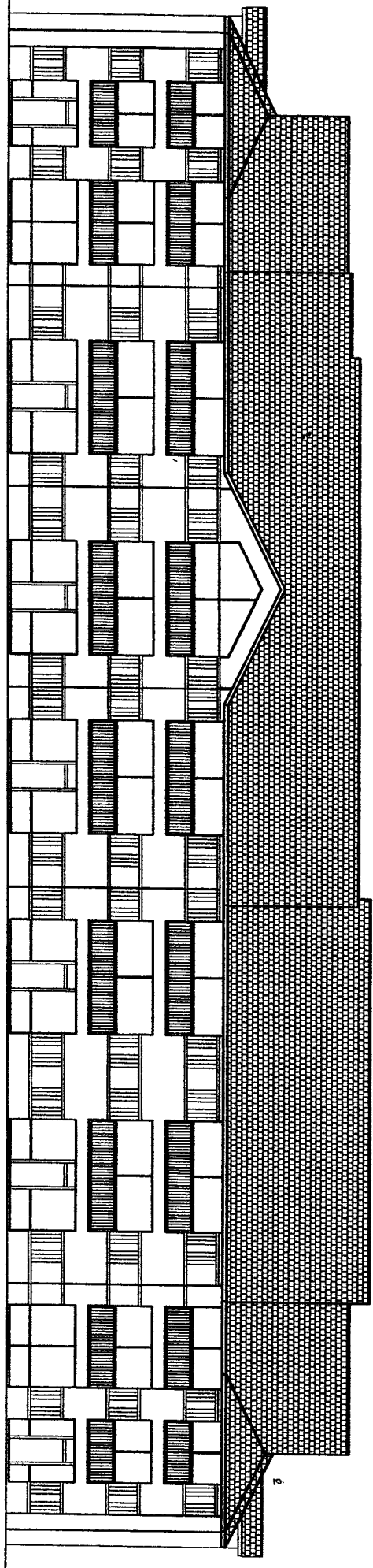


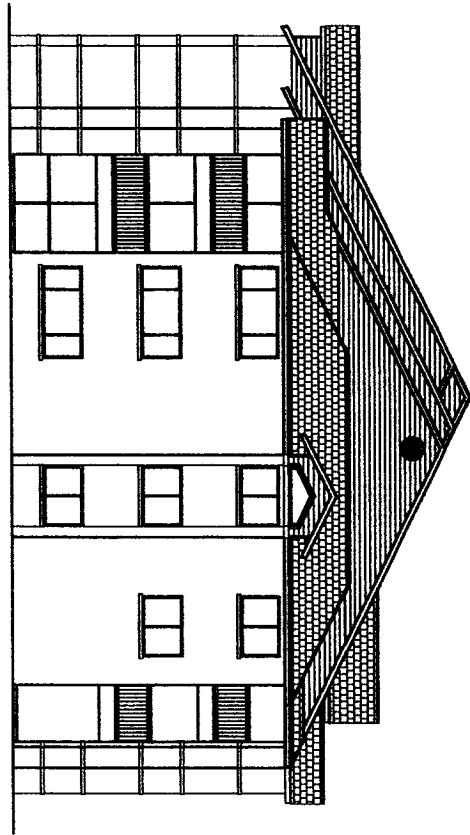
Exhibit C



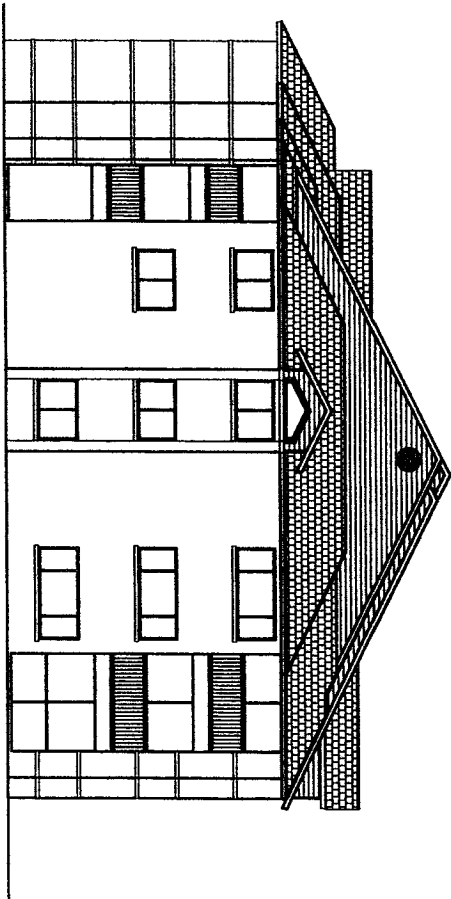
FRONT ELEVATION
BUILDING 2



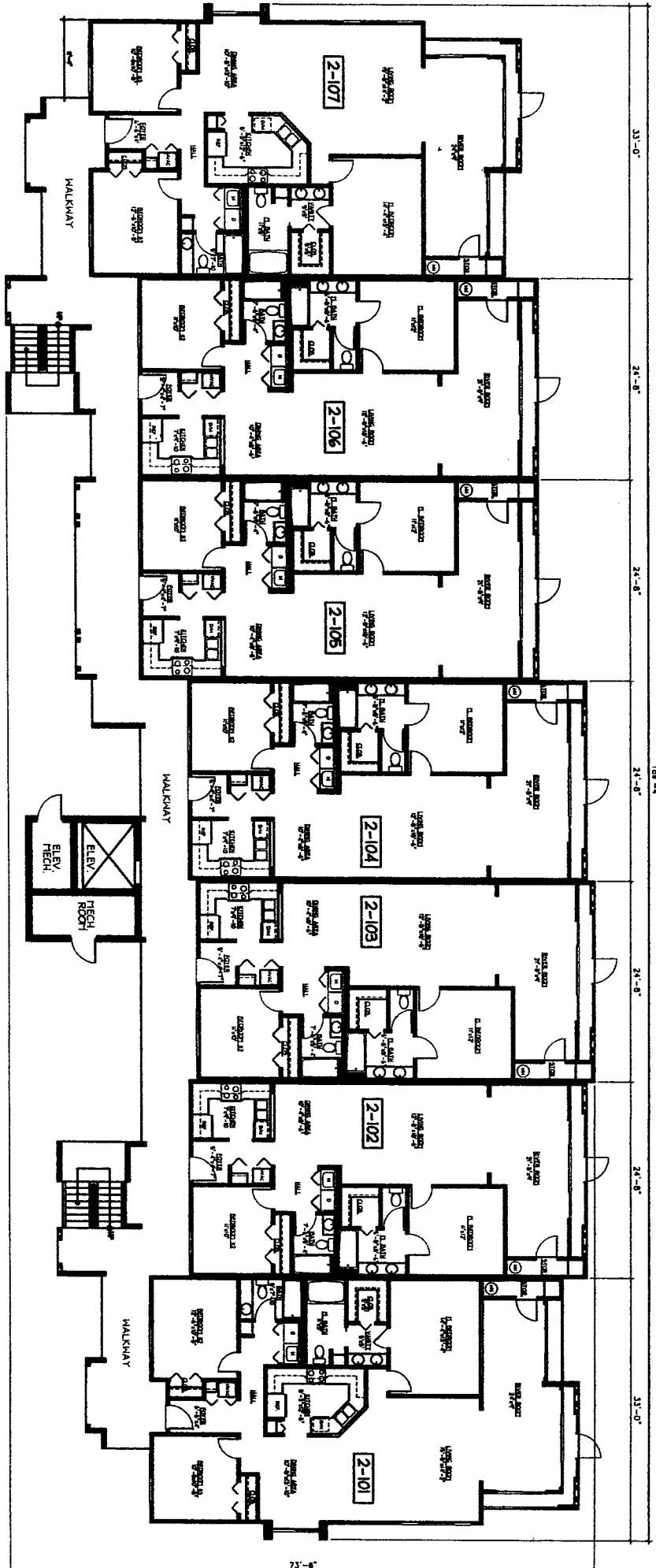
REAR ELEVATION
BUILDING 2



LEFT SIDE ELEVATION
BUILDING 2



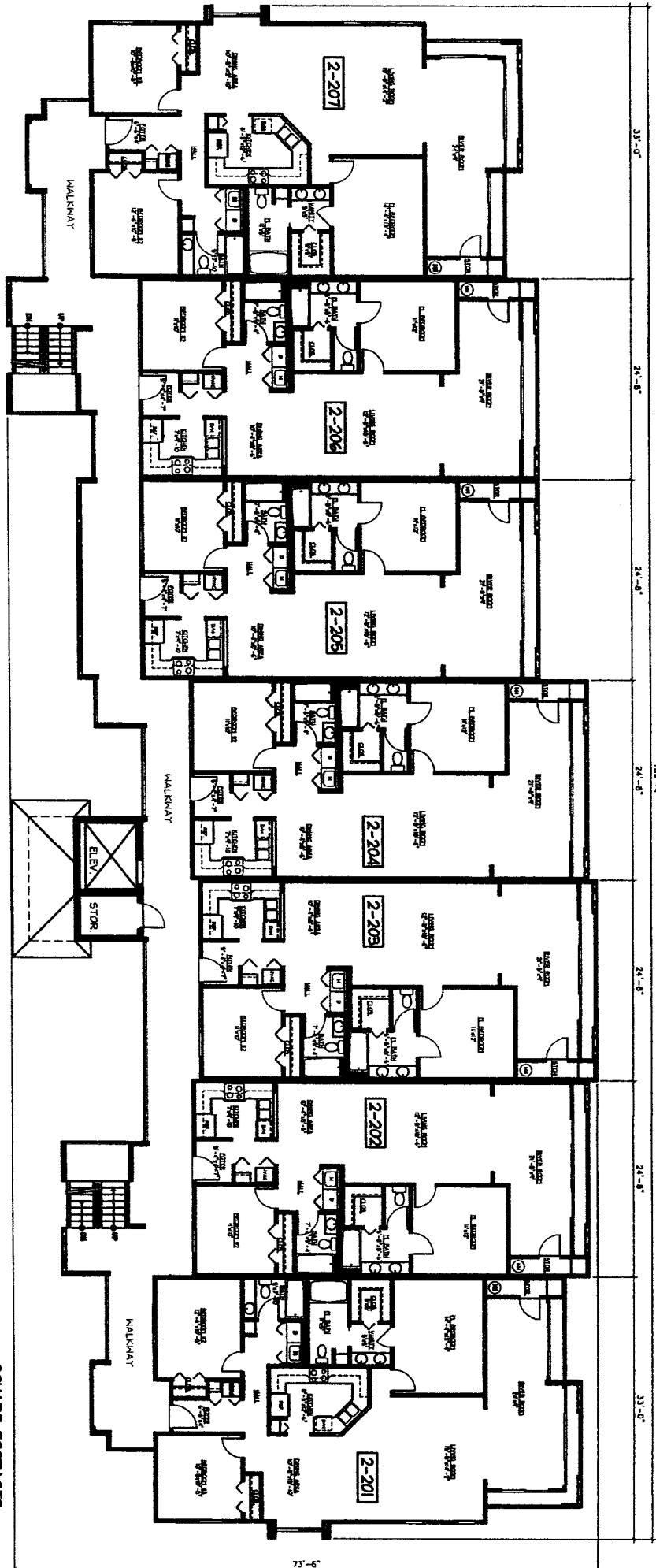
RIGHT SIDE ELEVATION
BUILDING 2



FIRST FLOOR PLAN
 BUILDING 2

SQUARE FOOTAGES

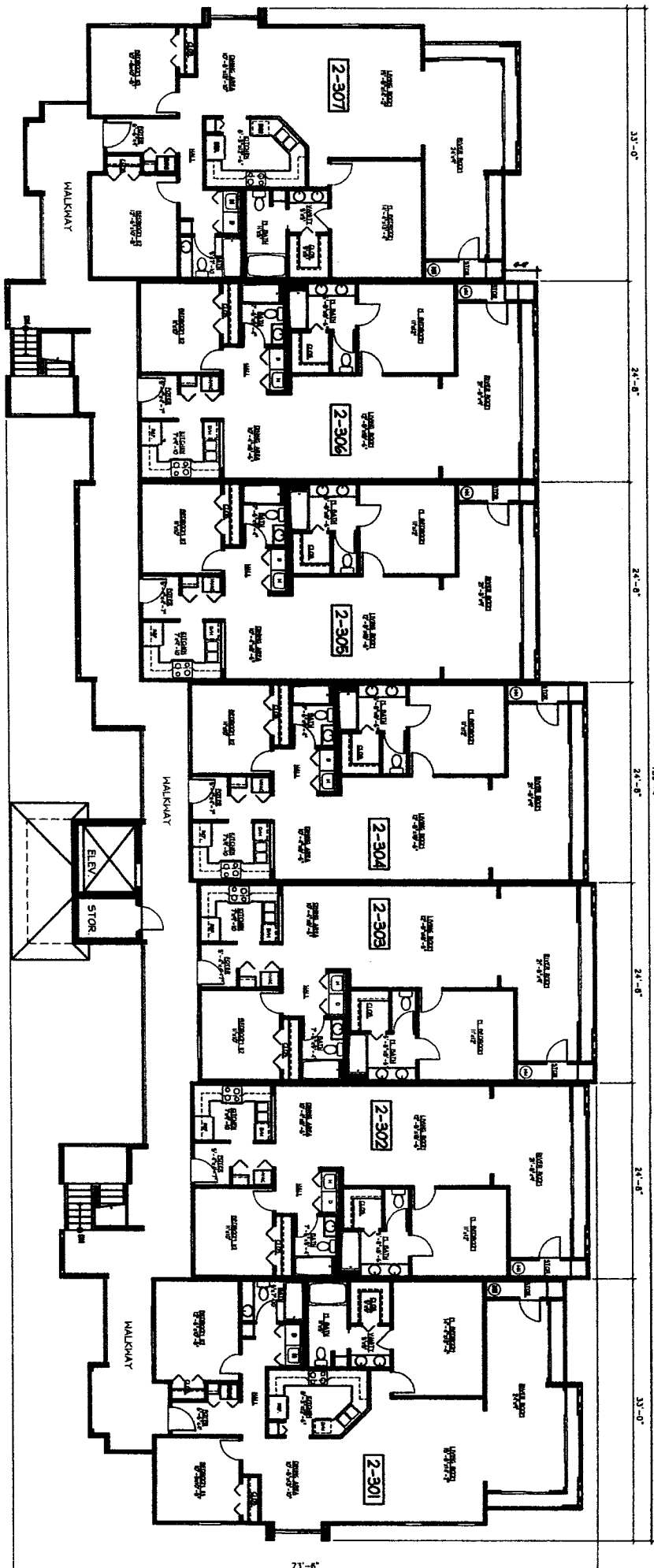
TOTAL UNITS	9,410 SF
CORRIDOR AREA	1,740 SF
TOTAL-1st FL.	11,150 SF



SECOND FLOOR PLAN
BUILDING 2

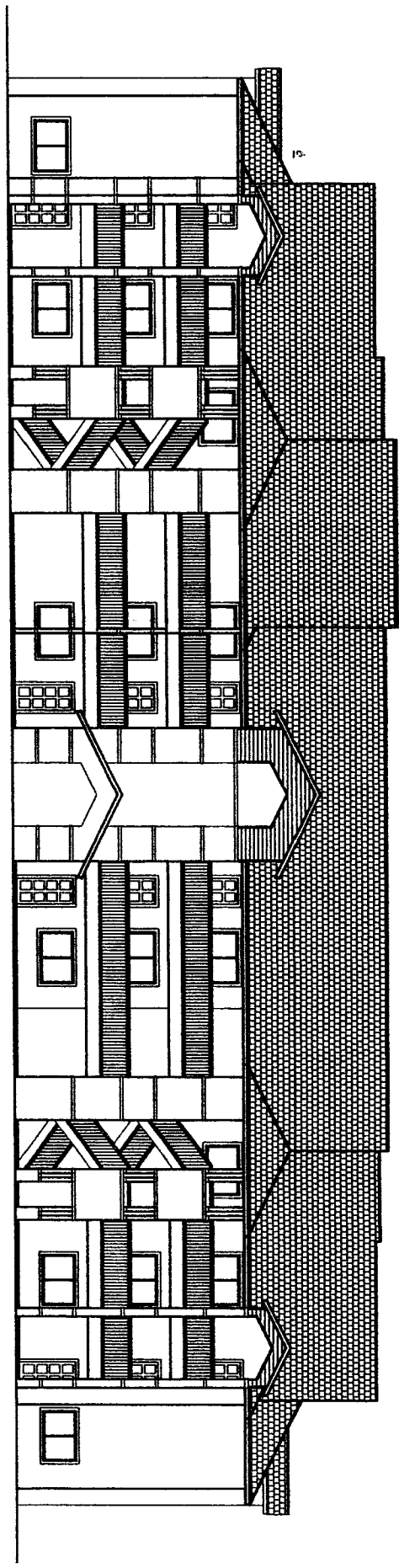
SQUARE FOOTAGES

TOTAL UNITS	9,400 SF
CORTRON AREA	1,642 SF
TOTAL 2nd FL.	11,072 SF

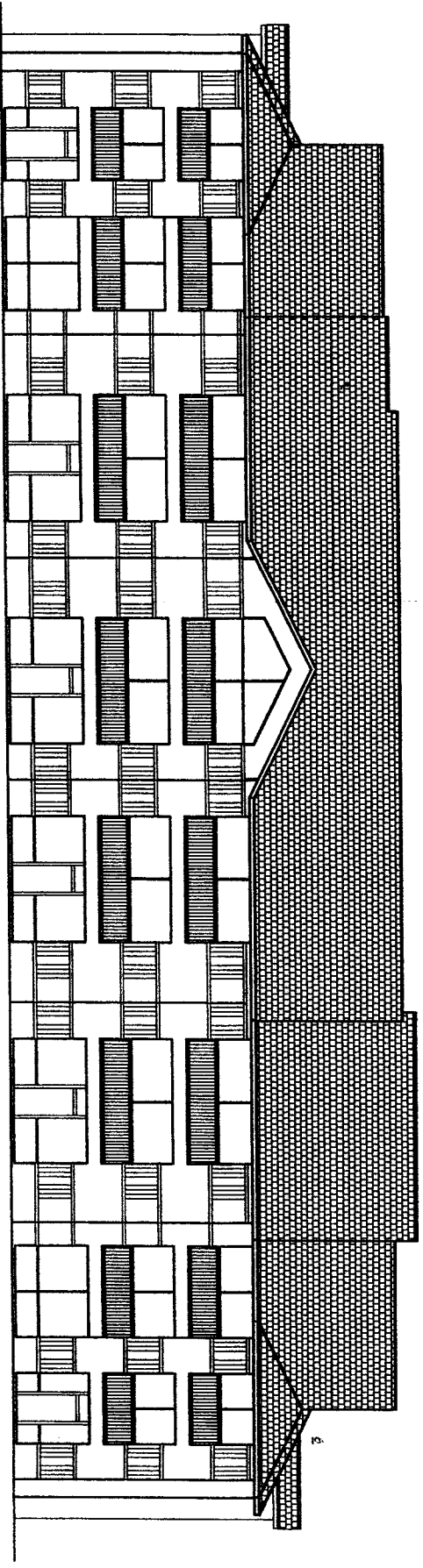


THIRD FLOOR PLAN
BUILDING 2

SQUARE FOOTAGES
TOTAL UNITS 9,440 SF
COMMON AREA 1,642 SF
TOTAL-3rd FL. 11,072 SF

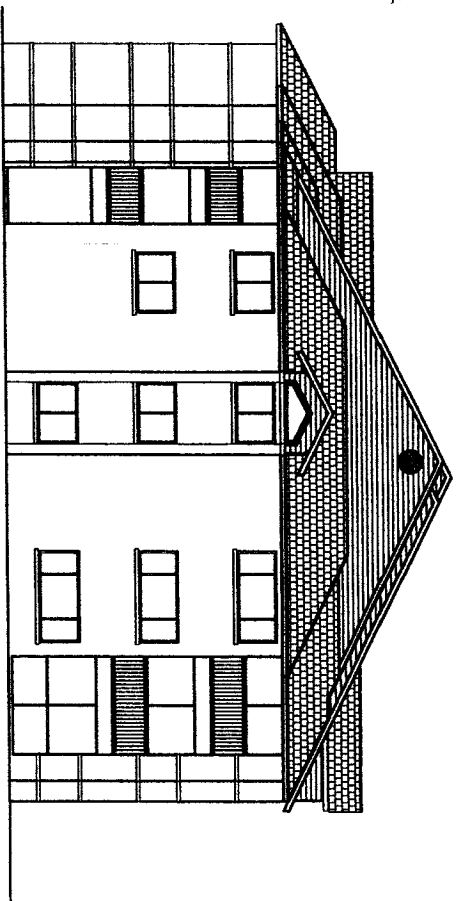


FRONT ELEVATION
BUILDING 3

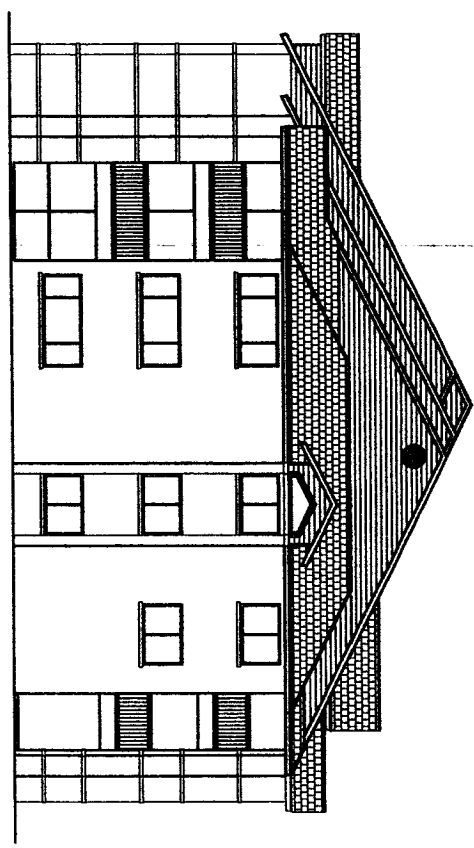


REAR ELEVATION
BUILDING 3

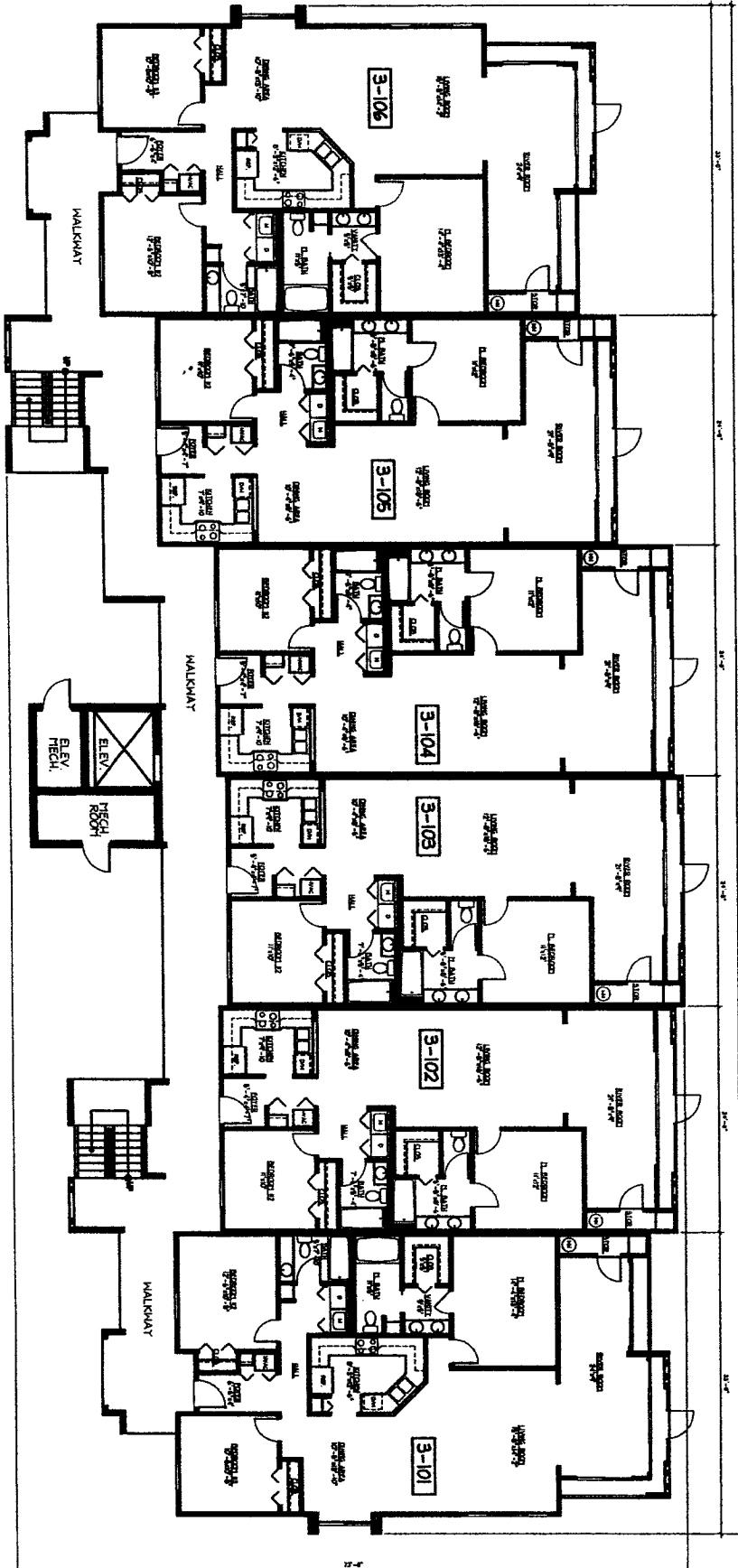
RIGHT SIDE ELEVATION
BUILDING 3



LEFT SIDE ELEVATION
BUILDING 3

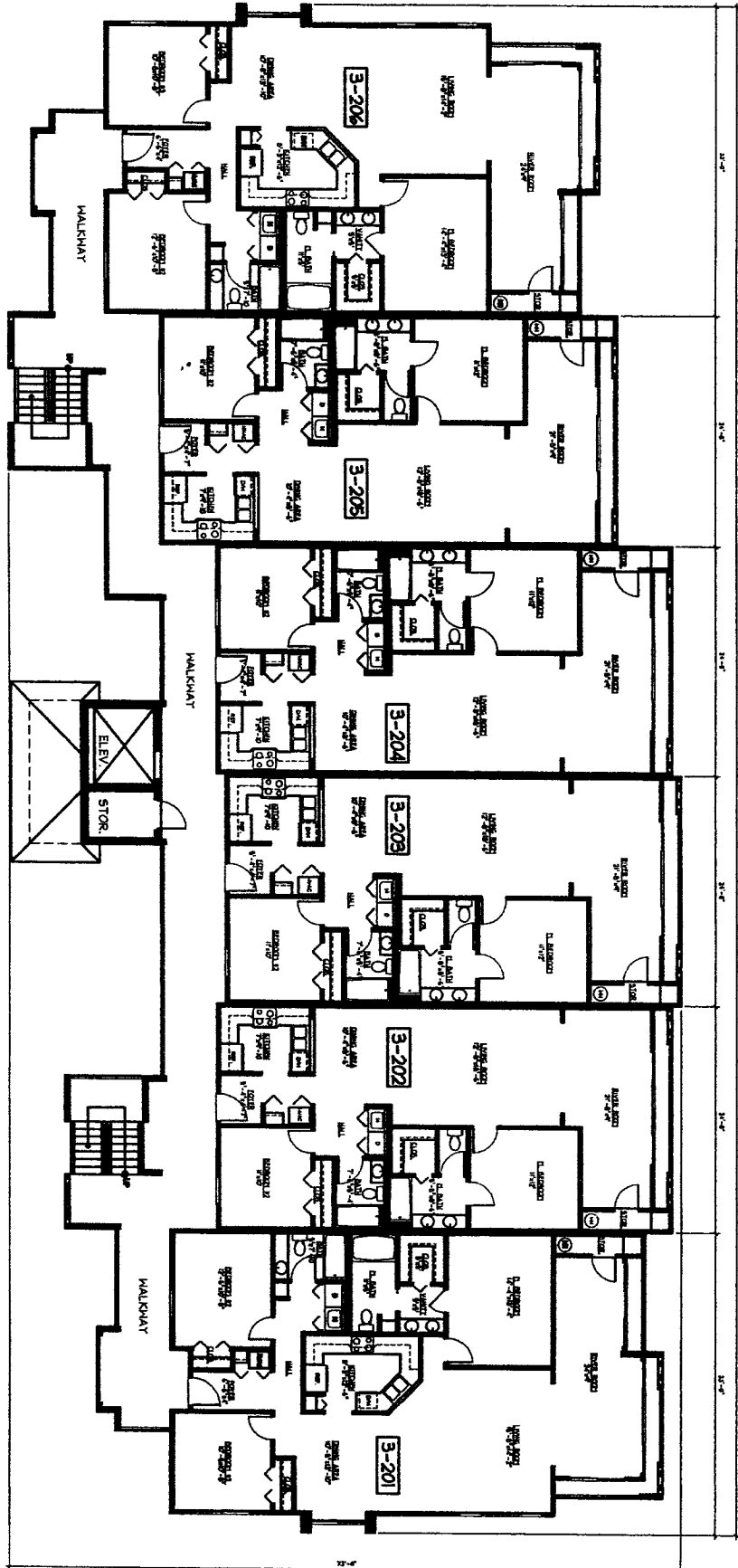


FIRST FLOOR PLAN
BUILDING 3



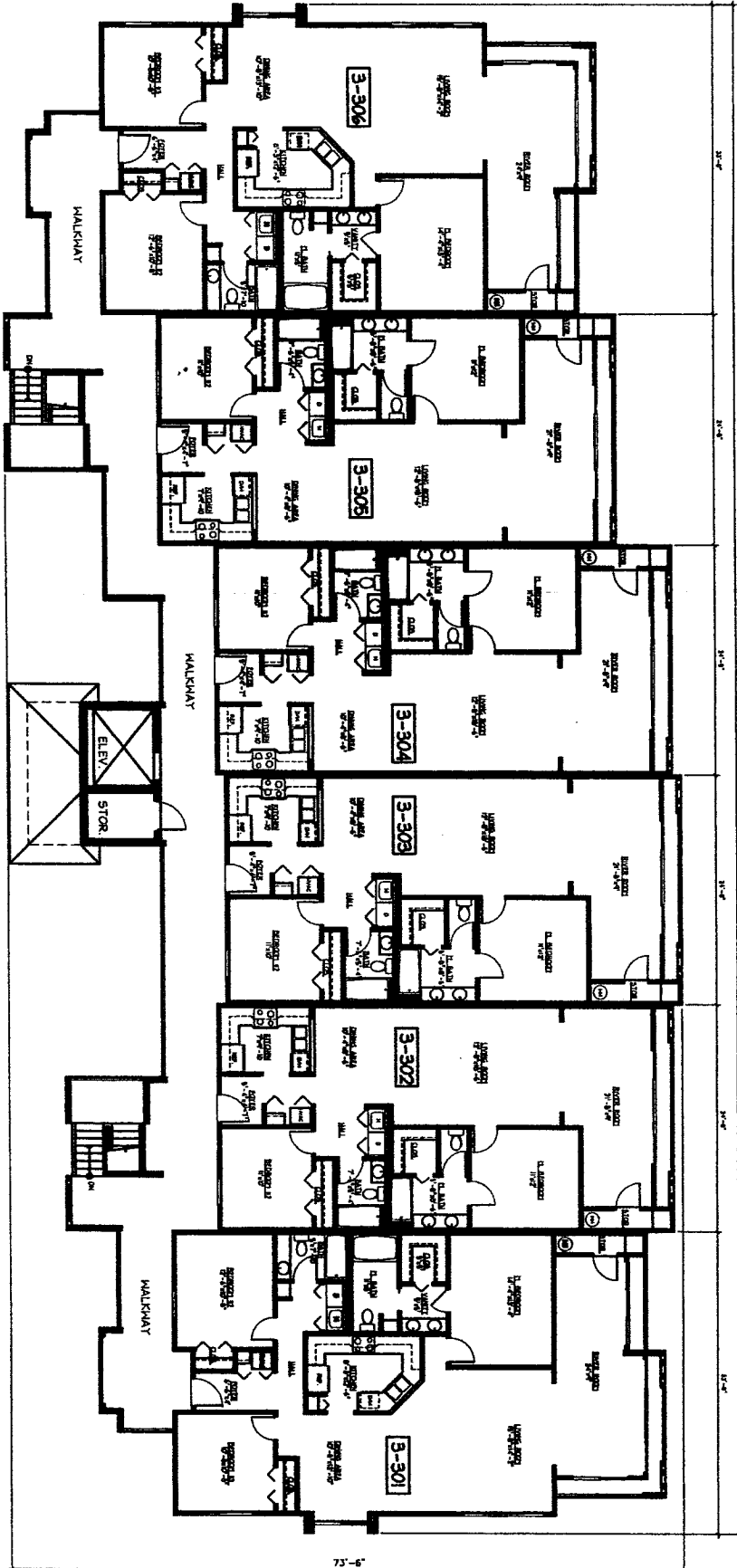
SQUARE FOOTAGES
TOTAL UNITS 6,176 SF
CORRIDOR AREA 1,581 SF
TOTAL-1st FL. 4,727 SF

SECOND FLOOR PLAN
BUILDING 3

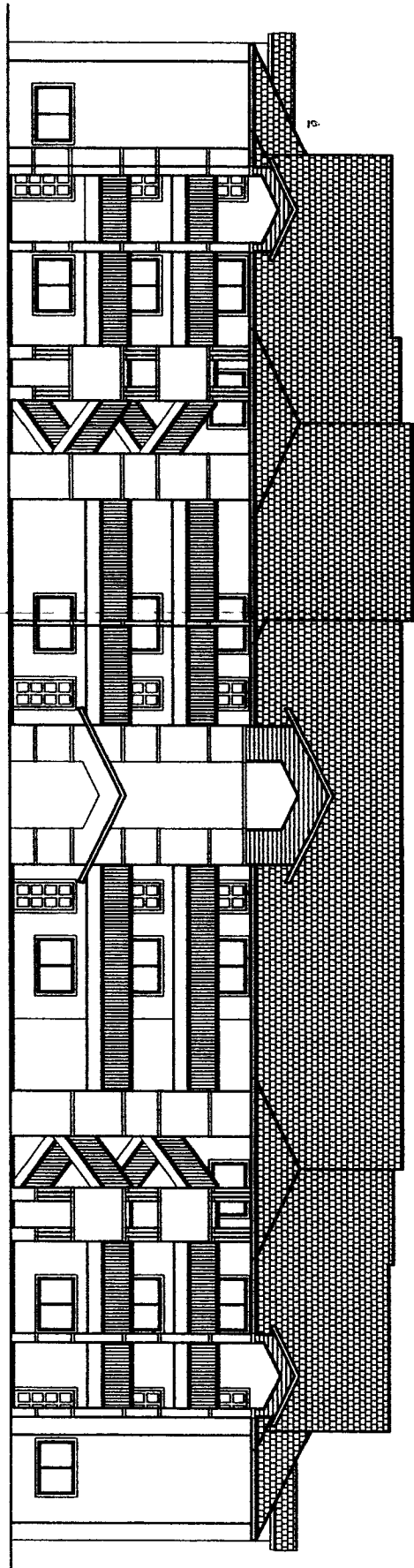


SQUARE FOOTAGES
TOTAL UNITS 6,176 SF
CORRIDOR AREA 1,464 SF
TOTAL 2ND FL. 9,659 SF

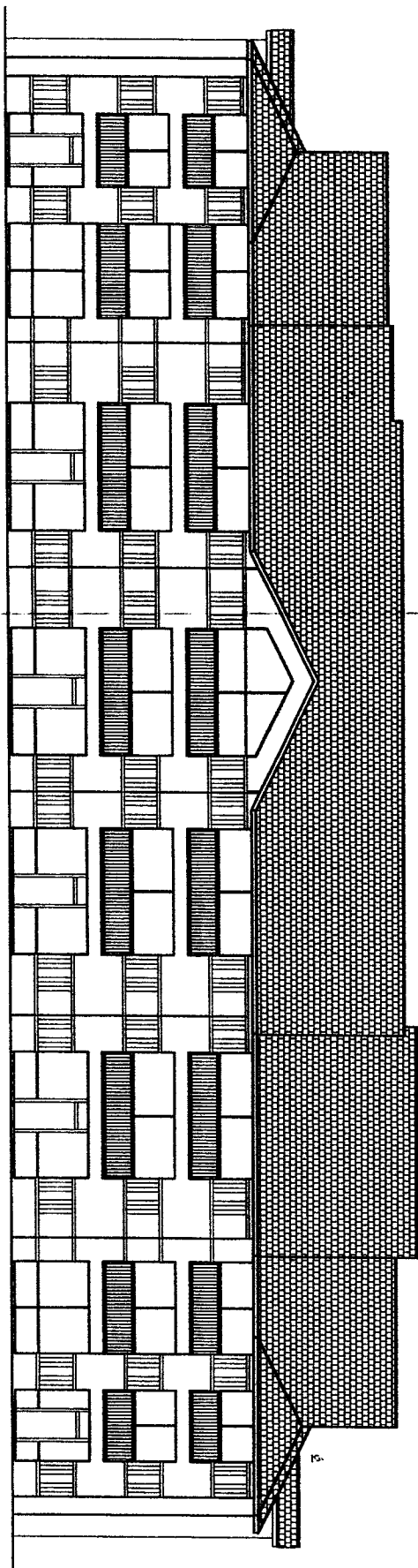
THIRD FLOOR PLAN
BUILDING 3



SQUARE FOOTAGES
TOTAL UNITS 9,176 SF
CORRIDOR AREA 1,464 SF
TOTAL 3rd FL. 9,639 SF



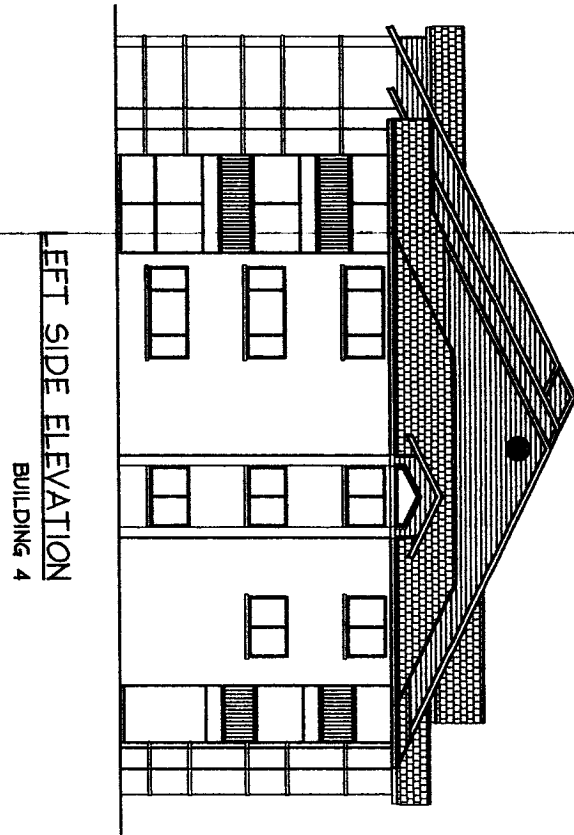
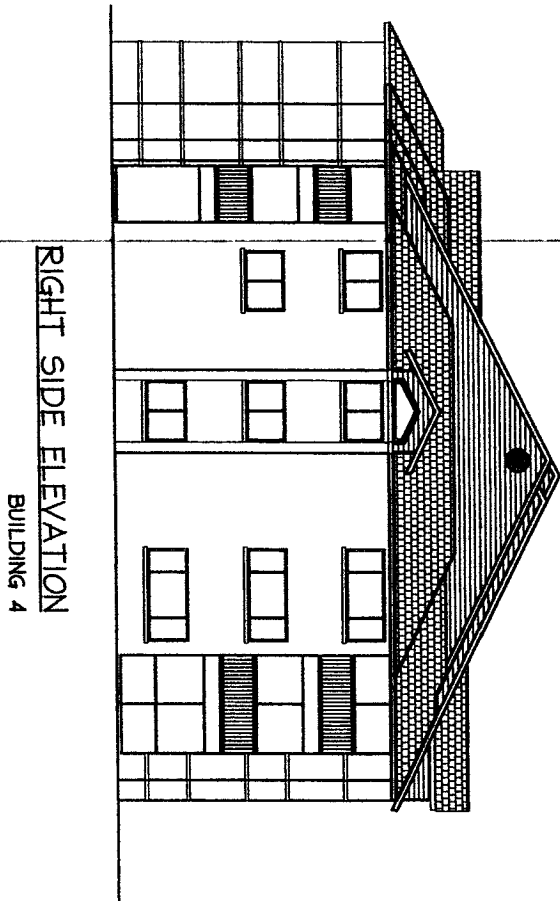
FRONT ELEVATION
BUILDING 4



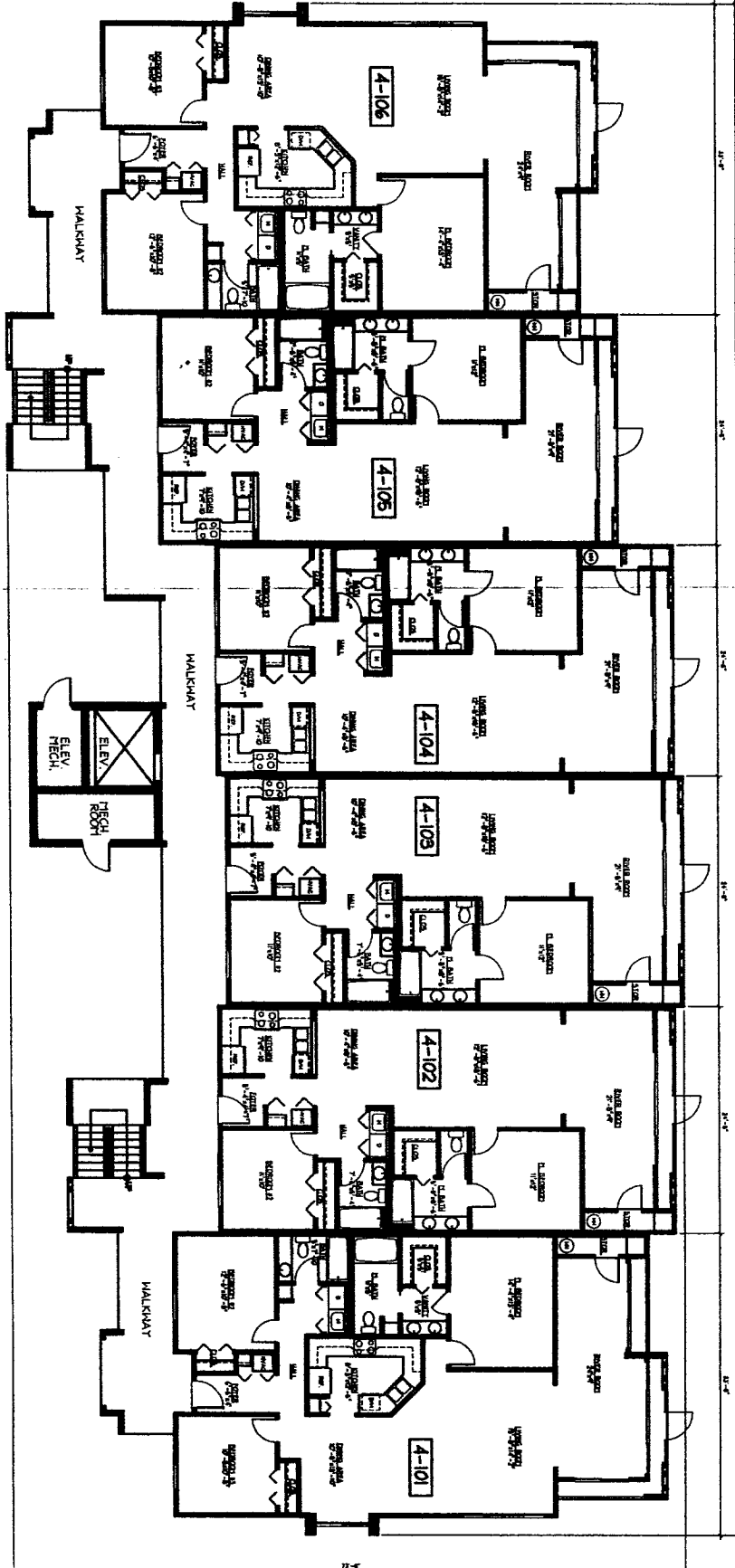
REAR ELEVATION
BUILDING 4

FILE #: 0000614976
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* OFFICIAL RECORDS *
BK 1142 PG 1403

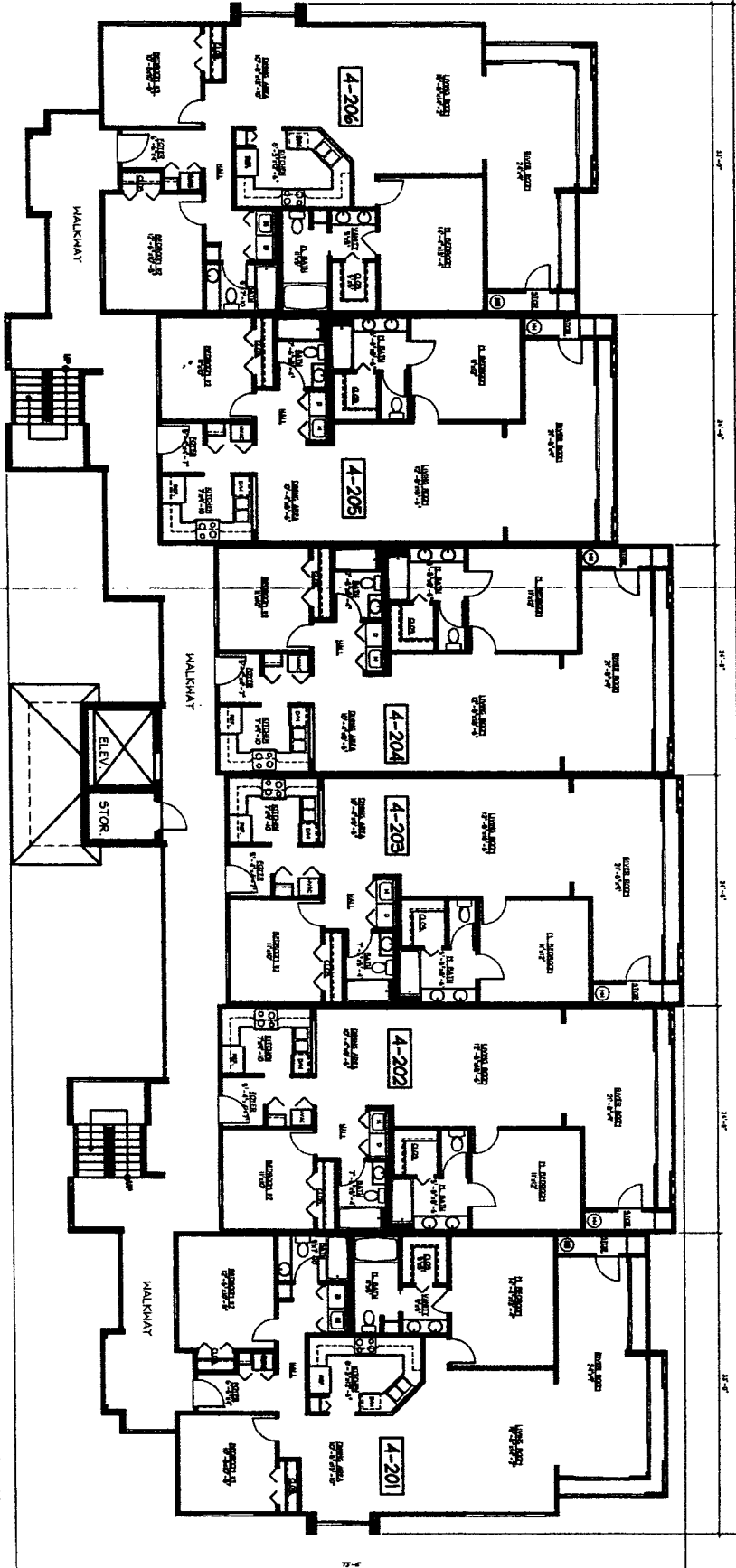


FIRST FLOOR PLAN
BUILDING 4



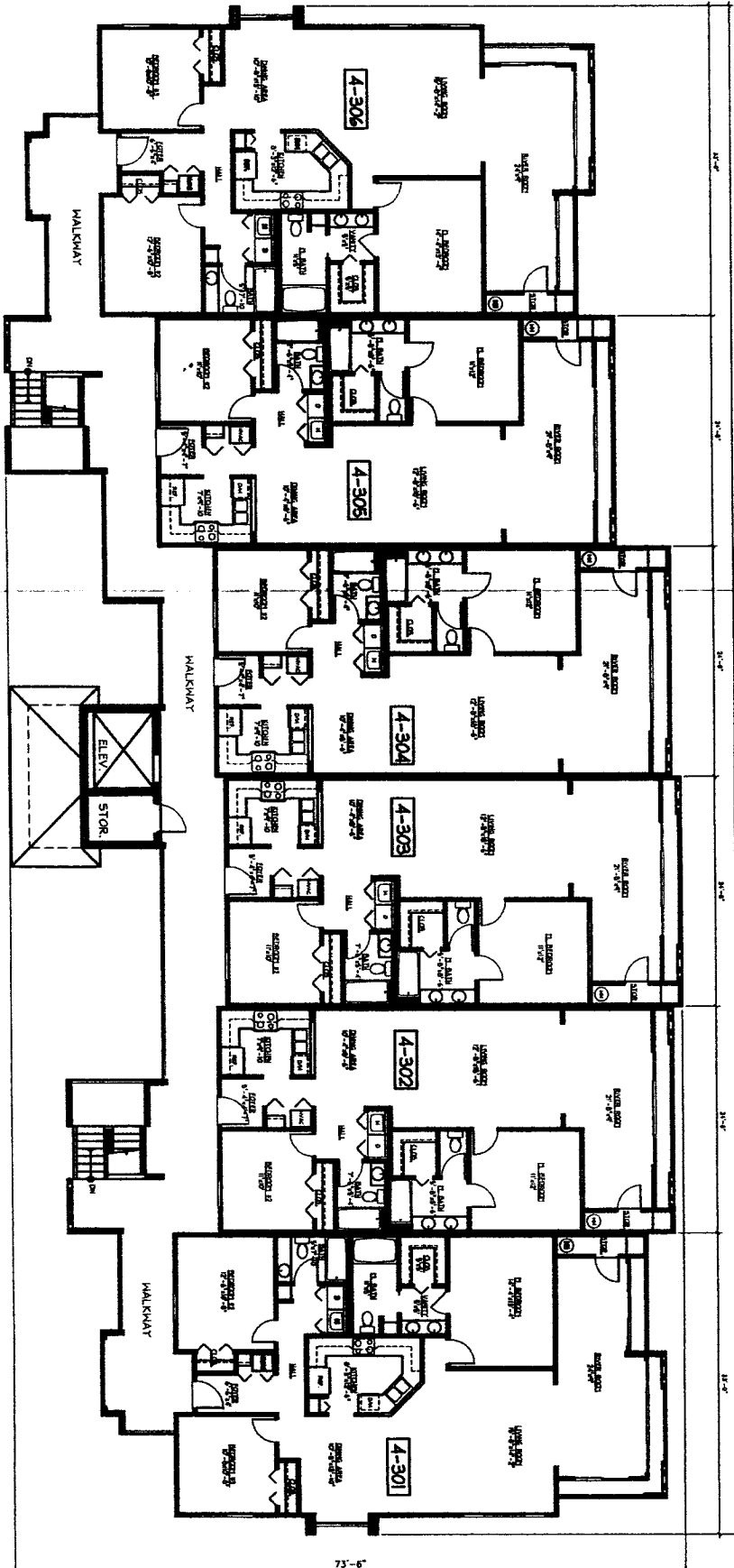
SQUARE FOOTAGES
TOTAL UNITS 9,176 SF
COMMON AREA 1,881 SF
TOTAL-88 FL. 4,727 SF

SECOND FLOOR PLAN
BUILDING 4



SQUARE FOOTAGES
TOTAL UNITS 9,176 SF
COMMON AREA 1,444 SF
TOTAL-2nd FL. 9,639 SF

THIRD FLOOR PLAN
BUILDING 4

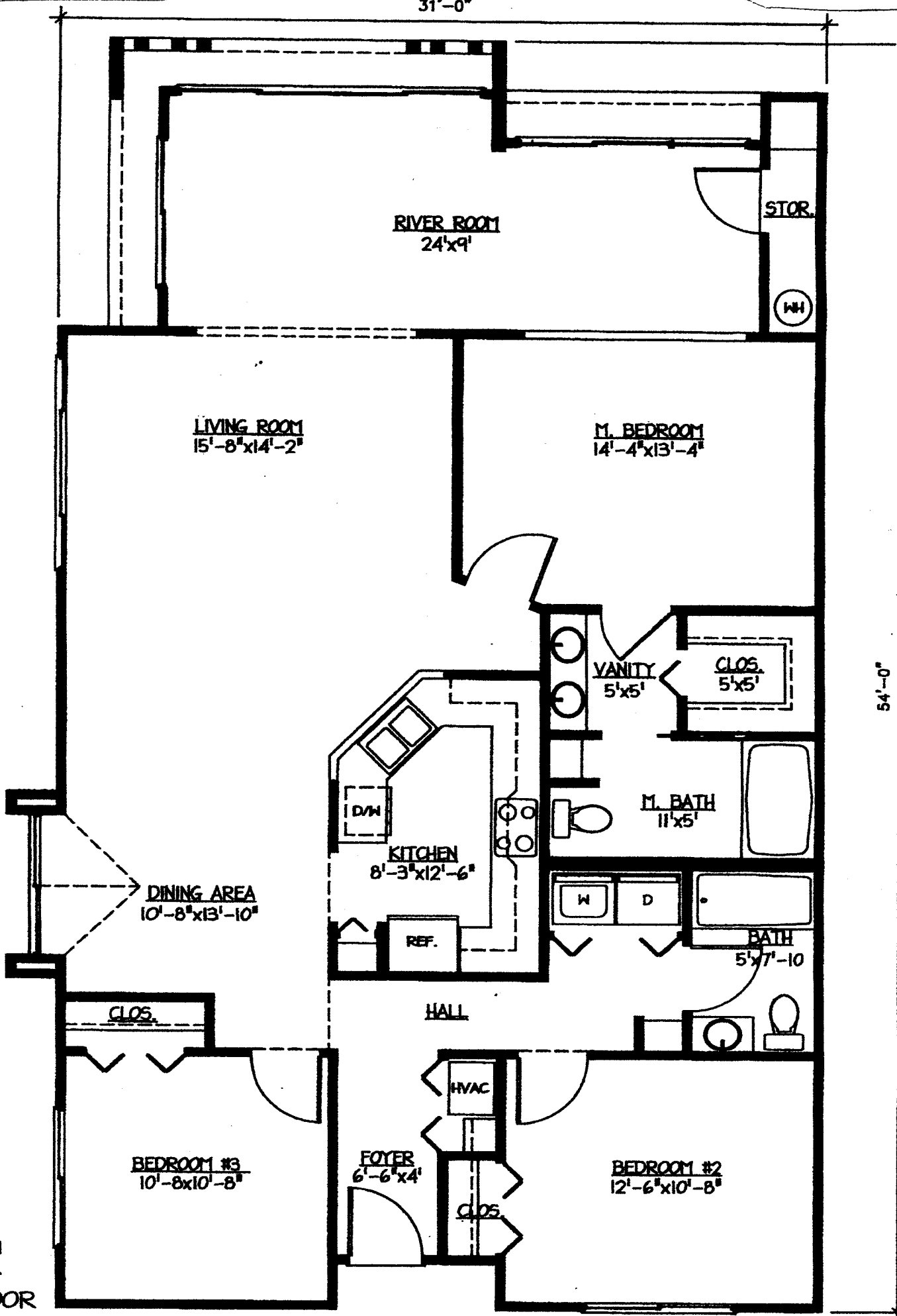


SQUARE FOOTAGES
TOTAL UNITS 5,176 SF
COMMON AREA 1,464 SF
TOTAL 3rd FL. 9,639 SF

31'-0"

* OFFICIAL RECORDS *
BK 1142 PG 1408

FILE #: 0000614976
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54'-0"

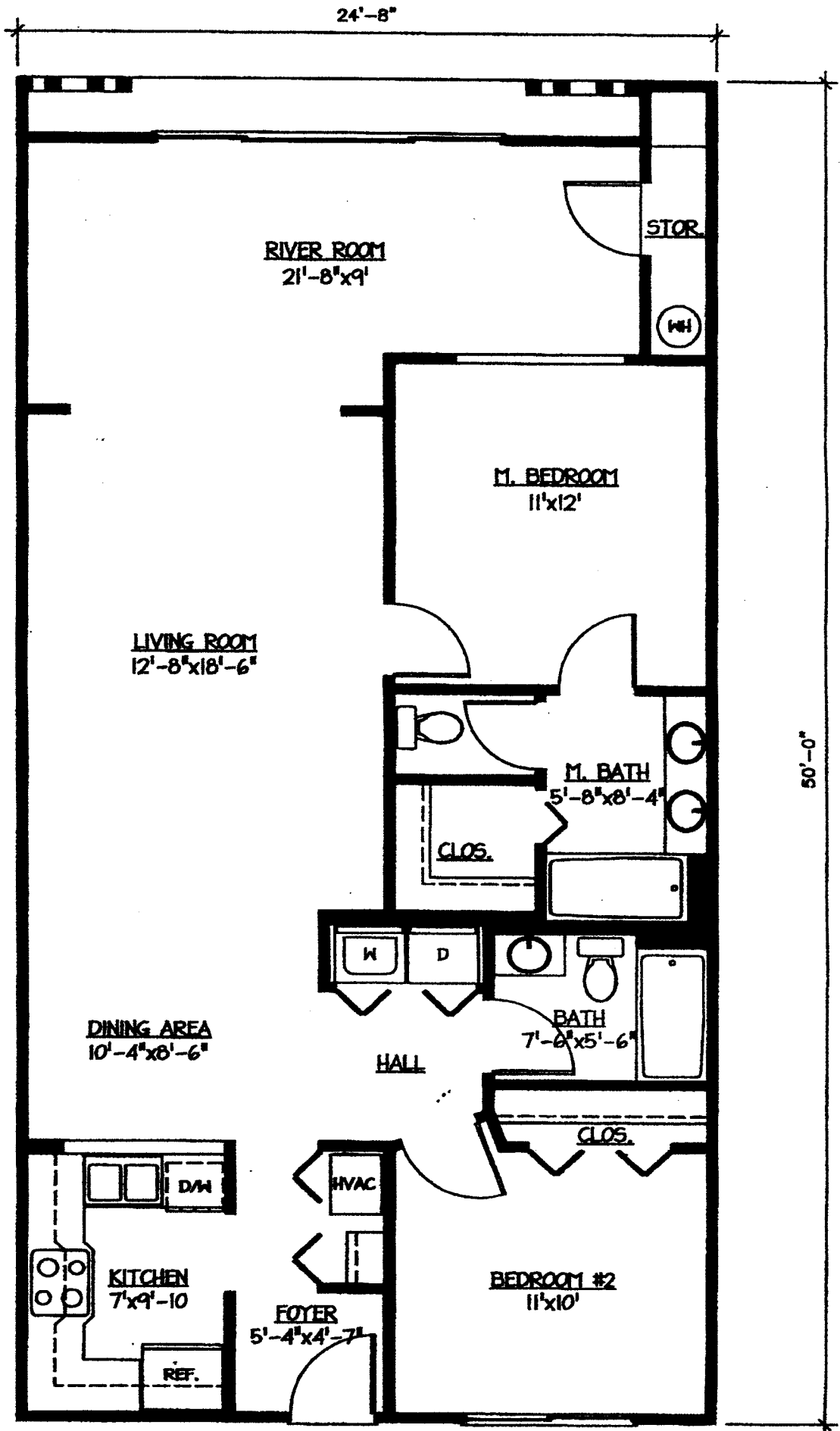
UNIT 'A'

2d & 3rd FLOOR

* OFFICIAL RECORDS *
BK 1142 PG 1409

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Page 57 of 80

UNIT 'B'
ALL FLOORS



ARTICLES OF INCORPORATION
OF
THE SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC

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

ARTICLE I

Name

The name of the corporation shall be the SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal office located at Broad River Place, Welaka, FL. 32193.

ARTICLE II

Purpose

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

ARTICLE III

Powers

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

- 3.1 The Association shall have all the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation or The Condominium Act.
- 3.2 The Association shall have all the powers and duties set forth in The Condominium ACT and all the powers of duties reasonably necessary to operate the Condominium as originally recorded or as it may be amended from time to time.
- 3.3 All funds and titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions, of the Declaration of Condominium, these Articles in Corporation, and the By-Laws of the Association.

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- 3.4 The powers of the Association shall be subjected to and shall be exercised in accordance with the provisions of the Declaration of Condominium and By-Laws of the Association.
- 3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the unit owners as allowed by The Declaration of Condominium, including adequate assessments for the costs of maintenance and repair of the surface water or stormwater management system(s).
- 3.6 The Association shall have no power to declare dividends and no part of its net earnings shall inure to the benefit of any member or director of the Association or to any other private individual. The Association shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in any political campaign on behalf of any candidate for public office.
- 3.7 The Association, together with the Sportsman's Lodge Recreation Area Association, Inc., shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 42-107-46987-2 requirements and applicable District Rules, and shall assist in the enforcement of those provisions of the Declaration of Condominium which relate to the surface water or stormwater management system(s).
- 3.8 The Association shall have no capital stock.

ARTICLE IV

Membership

- 4.1 The members of the Association shall consist of all the record owners of units within the condominium as shown on the condominium plat thereof. Members may be individuals, partnerships, corporations, trusts or any other legally recognized entity. Each member shall designate a representative and an address which shall be furnished to the Association for purposes of Association mailings of all kinds, including notices and assessments.
- 4.2 Membership shall be acquired by recording in the Public Records of Putnam County, a deed or other instrument establishing record title to a unit in the Condominium, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated, provided, however, any party who owns more that one (1) unit shall remain a member of the Association as long as he shall retain title to or a fee ownership interest in any unit.
- 4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any member, except as an appurtenance to his unit.

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

ARTICLE V

Term

The Association shall have perpetual existence or until dissolved as provided in the By-Laws or as provided by applicable law. In the event of dissolution, the responsibility for the operation and maintenance of the Common Elements, including the surface water and storm water management systems, must be transferred to and accepted by an entity which is approved by the Members and, in the case of storm water or surface water management systems, by the SJRWMD.

ARTICLE VI

Subscribers

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

1. Alva C. Atkins, 13080 Mandarin Road, Jacksonville, Florida 32233
2. Michael Rourke, 4228 Wicks Branch Rd., St. Augustine, FL 32086-5566.

ARTICLE VII

Officers

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

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

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1. President: Alva C. Atkins
13080 Mandarin Road, Jacksonville, Florida 32233
2. Secretary / Treasurer: Michael Rourke
4228 Wicks Branch Rd., St. Augustine, FL 32086-5566.

ARTICLE VIII

Directors

- 8.1 The Affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) directors.
- 8.2 Directors of the Association shall be elected by the annual meeting of the members in the manner provided by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws of the Association.
- 8.3 The directors named in these Articles shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. The successor directors need not be members of the Association.
- 8.4 Notwithstanding any provision herein to the contrary, Members of the Association other than the Developer shall be entitled to elect no less than one-third (1/3) of the Directors when Members other than Developer own fifteen percent (15%) or more of the Condominium Units that will be operated ultimately by the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the Directors upon the first to occur of the following:
 - (a) Three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or
 - (b) Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or
 - (c) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or
 - (d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
 - (e) Seven years after recordation of the Declaration of Condominium.
- 8.5 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

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Alva C. Atkins 13080 Mandarin Road, Jacksonville, Florida 32233
Michael A. Rourke 4228 Wicks Branch Rd., St. Augustine, FL 32086-5566

ARTICLE IX

Indemnification

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

ARTICLE X

By-Laws

The Association Board of Directors shall adopt By-Laws governing the conduct of the affairs of the Association. The Association shall have the right to alter, amend or rescind the By-Laws in accordance with the provisions of the By-Laws and Chapters 607, 617 and 718 Florida Statutes, as amended from time to time.

ARTICLE XI

Amendment of Articles

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

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

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

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

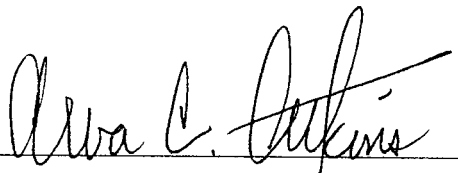
ARTICLE XII

Resident Agent

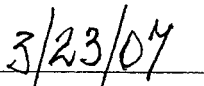
Alva C. Atkins, whose residence address is 13080 Mandarin Road, Jacksonville, Florida 32233, is appointed Resident Agent for service of process for this corporation, subject to the right of the corporation to change its Resident Agent or registered office in the manner provided by Florida law.

ACCEPTANCE BY REGISTERED AGENT

Alva C. Atkins having been named as the registered agent in the foregoing Articles of Incorporation does hereby agree to act in such capacity and to maintain the office location specified herein and to comply with the laws of the State of Florida relative to such position.



Alva C. Atkins



Date

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IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 23 day of MAR, 2007.

Alva C. Atkins

Alva C. Atkins

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BK 1142 PG 1416**

Michael A. Rourke

Michael A. Rourke

STATE OF FLORIDA

COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, personally appeared Alva C. Atkins and Michael A. Rourke who, after being duly sworn, acknowledge that they executed the foregoing Articles of Incorporation for the purposes therein expressed this 23 day of MARCH, 2007.

Mary Lynne DuPont
NOTARY PUBLIC

Name of Notary:

Commission Number:

My Commission Expires:



Mary Lynne DuPont
MY COMMISSION # DD288488 EXPIRES
June 2, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

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BY-LAWS
Of
SPORTSMAN'S LODGE CONDOMINIUM ASSOCIATION, INC.

A Florida Corporation Not-For-Profit

These are the By-Laws of Sportsman's Lodge Condominium Association, Inc. hereinafter called "Association." a corporation not for profit, incorporated under the laws of the State of Florida. The Association has been organized for the purpose of administering one (1) condominium created pursuant to Chapter 718, Florida Statutes, as amended, (hereinafter called the "Condominium Act").

Section 1. Association

- 1.1 **Office.** The Office of the Association shall be at Broad River Place, Welaka, Florida 32193, or such other place as shall be selected by a majority of the Board of Directors.
- 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
- 1.3 **Seal.** The seal of the Association shall be in circular form having within its circumference the words: "Sportsman's Lodge Association, Inc, a not for profit corporation." The seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.
- 1.4 **Terms.** All terms used herein shall have the same definitions as attributed to them in the Declaration of Condominium of Sportsman's Lodge, a Condominium, hereinafter referred to as the "Declaration of Condominium", or in the Condominium Act.

Section 2. Members

- 2.1 **Qualification.** The members of the Association shall consist of all persons owning a vested present interest in the fee title to any Condominium Parcel in Sportsman's Lodge, a Condominium.
- 2.2 **Membership.** Membership in the Association shall be established by recording in the public Records of Putnam County, Florida, a deed or other instrument establishing a record title to a Condominium Parcel, and delivery to the Association of a certified copy of such instrument. The named grantee shall immediately become a member of the Association. The membership of a prior owner of the same condominium parcel shall be

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terminated upon delivery to the Association of a certified copy of the deed or other instrument as aforesaid. The sole owner of a condominium parcel or the owner designated as set forth in Section 2.3 below is hereinafter referred to as "Voting Member."

- 2.3 Designation of Voting Representative. If a condominium parcel is owned by more than one (1) person, the unit owner entitled to cast the vote appurtenant to the condominium parcel shall be designated by the owners of a majority interest in the condominium parcel. A Voting Member must be designated by a statement filed with the Secretary of the Association, in writing, signed under oath by the owners of a majority interest in a condominium parcel as the person entitled to cast the vote for all such members. The designation may be revoked and substitute voting member designated at any time at least five (5) days prior to any meeting and no vote shall be cast at such meeting by or for said unit owner(s).
- 2.4 Restraint Upon Alienation of Assets. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to his condominium parcel.

Section 3. Members' Meetings.

- 3.1 Place. All meetings of the members of the Association shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.
- 3.2 Membership List. At least 14 days before every election of directors, a complete list of the Voting Members of the Association, arranged numerically by unit number, shall be prepared by the Secretary. Such list shall be kept at the office of the Association and shall be open to examination by any member at any such time.
- 3.3 Regular Meetings. Regular meetings of the members of the Association shall be held at least once per year and shall be scheduled on such dates and times as the Board of Directors shall establish.
- 3.4 Special Meetings.
- (a) Special meetings of the members for any purpose may be called by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or a majority of the voting members. Such request shall state the purpose of the proposed meeting. Notwithstanding the foregoing, a special meeting of the members to recall or remove a member or members of the Board of Directors may be called as provided in Section 4.5, and a special meeting of the members may be called as provided in Section 9.4.
- (b) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

- 3.5 Notice. Written notice of every meeting, special or regular, of the members of the Association, stating the time, place and object thereof, shall be delivered or mailed to each Voting Member at such member's address as shown in the books of the Association at least 14 days prior to such meeting. Additionally, notice of all meetings shall be posted conspicuously on the condominium property at least fourteen (14) days prior to the meeting. Unless a Voting Member waives in writing the right to receive notice of an annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Voting Member. An officer of the Association shall provide an affidavit, to be included in the Official Records of the Association, affirming that notices of the Association meeting were mailed or hand delivered, in accordance with these provisions, to each Voting Member at the address last furnished to the Association.
- 3.6 Participation. All members shall be entitled to participate in any meeting of the Association but only Voting Members shall have the right to vote on any matter brought before such meeting.
- 3.7 Proxies. At any meeting of the members of the Association the Voting Member shall be entitled to vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. No proxy shall be valid unless it is filed with the Secretary at least five (5) days prior to a meeting, nor shall any proxy be valid unless it is granted to a person who is a unit owner. No proxy vote may be cast on behalf of a Voting Member who is present at a meeting. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.
- 3.8 Vote Required to Transact Business. When a quorum is present at any meeting, a majority of voting interests represented at the meeting shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of the Condominium Act or the Declaration of Condominium, Articles of Incorporation or these By-Laws (hereinafter "Condominium Documents"), the express provision shall govern and control the number of votes required.
- 3.9 Quorum. Fifty-one percent (51%) of the voting interests of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or the Condominium Documents. If a quorum is present at any meeting, the Voting Members may continue the meeting from time to time, without notice other than announcement at the meeting. Any business may be transacted at the continuation of any adjourned meeting which would have been transacted at the meeting called.

Section 4. Directors.

- 4.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) and not more than five (5) Directors; provided there shall at all times be an odd number of Director position. Initially there shall be three Directors, as named

in the Association's Articles.

4.2 Terms. The term of office for each Director position shall be determined as follows:

(a) The Initial Directors named in the Articles shall serve until the first annual meeting of the Members.

(b) At that first annual meeting of the Members, a new Board of three Directors will be elected, which may include some or all of the Initial Directors, as follows:

- (i) One Director shall be elected to serve for three years;
- (ii) One Director shall be elected to serve for two years; and
- (iii) One Director shall be elected to serve for one year.

(c) Thereafter, at each annual meeting of the Members, a new Director shall be elected to fill the vacancy created by reason of the expiration of the term which expires in that year, and the term of each Director shall be three years so as to retain the staggered terms of the three original Director positions.

(d) In the event additional Directors are elected (adding the fourth and fifth Director positions), those fourth and fifth Directors shall be elected as follows:

- (i) The fourth Director position to be created will have a three-year term initially and thereafter; and
- (ii) The fifth Director position to be created will have a two-year term initially and a three-year term thereafter so as to provide a staggered term relative to the term of the fourth director

(e) In the event more than one Director position comes up for election by the Members at the same annual meeting, and in the event those positions have different terms, then the candidate who receives the highest number of Member votes shall be elected to the Director position with the longest-running term, and so on.

4.3 Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 Election and Designation of Directors. Election and designation of Directors shall be conducted in the following manner:

(a) Directors must be members of the Association, and each Director shall be elected and designated at the annual meeting of the members.

(b) The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected to the Board of Directors.

(c) Members other than the Developer of the Condominium shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors when members other than the Developer own fifteen percent (15%) or more of the condominium parcels that will be operated ultimately by the Association. Members other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors upon the earliest to occur of the following:

(i) Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(ii) Three (3) months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(iii) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(iv) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(v) Seven years after recordation of the Declaration of Condominium.

(d) Prior to the occurrence of any of the events described in subparagraphs (i) through (v) of 4.4.(c), the Developer shall have the right to designate a majority of the members of the Board of Directors.

(e) The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the condominium parcels.

4.5 Removal. Subject to the provisions of Section 718.301, Florida Statutes, as amended, directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the

members to recall a. director or directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of unit owners, which notice shall state the purpose of the meeting.

(a) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective as provided herein. The board shall duly notice and hold a board meeting within 5 full business days of the adjournment of the unit owner meeting to recall one or more board members. At the meeting, the board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall, within five (5) full business days, turn over to the Board of Directors any and all records and property of the association in their possession, or shall proceed as set forth in subparagraph (c) below.

(b) If the proposed recall is by an agreement in writing by a majority of all voting interests the agreement in writing or a copy thereof shall be served on the association by certified mail or by personal service in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure. The board shall duly notice and hold a board meeting within 5 full business days of the after receipt of the agreement in writing. At the meeting, the board shall either certify the written agreement to recall, in which case such member or members shall be recalled effective immediately and shall, within five (5) full business days, turn over to the Board of Directors any and all records and property of the association in their possession, or proceed as set forth in subparagraph (c) below.

(c) If the Board of Directors determines not to certify the written agreement to recall a member or members of the Board of Directors, or does not certify the recall by vote at a meeting, the Board of Directors shall, within five (5) full business days after the board meeting, file with the division a petition for binding arbitration pursuant to the procedures of Section 718.1255, Florida Statutes. For purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board of Directors, the recall shall be effective upon mailing of the final order of arbitration to the Association. If the association fails to comply with the order of the arbitrator, the division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

(d) If the board fails to duly notice and hold a board meeting within 5 full business days of service of an agreement in writing or within 5 full business days of the adjournment of the unit owner recall meeting, the recall shall be deemed effective and the board members so recalled shall immediately turn over to the board any and all records and property of the association.

(e) If a vacancy occurs on the board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, consistent with the provisions of paragraph 4.3 hereof. If vacancies occur on the board as a result of a recall and a majority or more of the board members are removed, the vacancies shall be filled in accordance with procedural rules

adopted by the division.

* OFFICIAL RECORDS *
BK 1142 PG 1423

4.6 Powers and Duties of Board of Directors. All of the powers and duties of the Association under the Condominium Act and the Condominium Documents shall be exercised by the Board of Directors, or its delegate, subject only to approval by unit owners and institutional mortgagees when such approval is specifically required. The powers and duties of the Board of Directors shall include, but shall not be limited to the following:

(a) Access. To make and collect assessments against members to pay the common expenses and the expenses incurred by the Association including the power to make assessments and assess members for capital improvements and replacements.

(b) Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

(c) Maintain. To maintain, repair, replace and operate the Condominium.

(d) Purchase. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

(e) Insure To insure and keep insured the condominium property.

(f) Enforce. To enjoin or seek damages from the unit owners for violation of these By-Laws and the terms and conditions of the Declaration of Condominium.

(g) Employ. To employ and contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

4.7 Annual Statement. The Board of Directors will present a full and clear statement of the business and condition of the association at the annual meeting of the members.

4.8 Compensation. The Board of Directors shall not be entitled to any compensation for service as Directors.

Section 5. Directors' Meetings.

- 5.1 Organizational Meetings. The first meeting of each new Board of Directors elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting.
- 5.2 Regular Meetings Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be posted conspicuously on the condominium property and shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, except in an emergency.
- 5.3 Special Meetings Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of two (2) Directors.
- 5.4 Adjourned Meetings If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.
- 5.5 Quorum. A quorum at a Board of Directors meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents.
- 5.6 Presiding Officer . The presiding officer at each Board of Directors meeting shall be the President of the association, if present. In the absence of the President, the Directors present shall designate one (1) of their number to preside.
- 5.7 Open Meetings. Meetings of the Board of Directors shall be open to all Unit Owners.
- 5.8 Assessments. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

SECTION 6. Officers.

- 6.1 Officers. The executive officers of the Association shall be a President, Secretary and Treasurer, each of whom shall be elected at the annual meeting of the Board of Directors. Any two (2) of said offices may be held by any one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The Board of Directors may from time to time appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by the Board of Directors.

- 6.2 Qualification. Only Unit Owners may be entitled to hold an office. The President and Secretary must also be members of the Board of Directors. No other officer need be Directors.
- 6.3 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of two-thirds (2/3) of the Voting Members of the Association.
- 6.4 The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and of the Board of Directors; he shall be an ex-officio member of all standing committees; he shall have general management of the business of the Association; and he shall see that all orders and resolutions of the Board of Directors are carried into effect.
- 6.5 The Secretary. The Secretary shall keep the minutes of the members meetings and of the Board of Directors meetings in one or more books provided for that purpose; he shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; he shall be the custodian of the corporate records and of the seal of the Association; and he shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.
- 6.6 The Treasurer. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Directors or these By-Laws; he shall disburse the funds of the corporation as ordered by the Board of Directors, taking proper vouchers for such disbursements; and he shall render to the President and Directors at the regular meetings of the Board of Directors, an account of all his transactions as Treasurer, and of the financial condition of the Association.
- 6.7 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote, may choose a successor or successors who shall hold office for the unexpired term.
- 6.8 Resignations Any Director or officer may resign his office at any time. Such resignation shall be made in writing, and shall take effect at the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 7. Approval By Voting Members.

- 7.1 The Association shall act through its Board of Directors except where an affirmative vote of the Voting Members of the Association is required by the terms of the Condominium Documents.

- 7.2 The affirmative vote of a majority of the Board of Directors shall be sufficient to decide any question brought before such Board.

Section 8. Conduct of Meeting

All meetings of the Members and of the Board of Directors shall be governed by Roberts' Rule of Order, as revised from time to time.

Section 9. Fiscal Management.

The provisions for fiscal management set forth in the Declaration of Condominium are supplemented by the following provisions:

- 9.1 **Accounts.** The funds and expenditures of the Association shall be credited and charged to the appropriate account as set forth below.
- (a) **Current Expenses.** All funds to be expended during the year for the maintenance of the common elements and the operation of the Association shall be held in the current expense account. Any balance in this fund at the end of each year may be used to pay common expenses incurred in any successive year or may be placed in the reserve fund account.
- (b) **Reserve Fund Account.** All funds to be expended for replacement, acquisition and repair of capital improvements which are a part of the common elements of the condominium, and for working capital of the Association, shall be held in the reserve fund account. In addition to the amounts reserved in the annual budget for such purposes, as provided in paragraph 9.2 below, with each conveyance of a Unit to a new Owner of that Unit, including the original conveyance by the Developer to the original Unit Owner and all subsequent conveyances of that Unit by the original Owner and his successors to new Owners, each such Owner shall pay an amount to the Association equal to two times the then current monthly assessment charge for such Unit, to be placed and held in the Association's Reserve Fund.
- 9.2 **Budget.** The Board of Directors shall adopt a projected operating budget for each calendar year, which shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504 (21), Florida Statutes, as amended. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.
- 9.3 **Assessments.** Assessments against individual unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made, in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses

and for all of the unpaid operating expenses previously incurred. One-twelfth (1/12) of each unit's assessment shall be due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until charged by an amended assessment. The budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. The Board of Directors shall have the power to levy special assessments for unanticipated expenditures.

- 9.4 Notice. A copy of the proposed annual budget of Common Expenses, together with a notice of meeting, shall be mailed to the Unit Owners not less than 14 days prior to the meeting at which the budget will be considered. The Unit Owners shall be given written notice of the time and place at which the meeting of the Board of Directors to consider the budget shall be held and such meeting shall be open to the unit owners. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115 percent of the assessments for the preceding year, the Board of Directors, upon written application of 10 percent of the voting interests to the board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days' written notice to each unit owner. At the special meeting, Unit Owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all the voting interests in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property, shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

- 9.5 Depository. The funds of the Association will be deposited in such financial institution(s) as shall be designated from time to time by the Board of Directors. Withdrawals of funds from such accounts shall be only by drafts signed by such persons as authorized by the Board of Directors.

Section 10. Rules and Regulations

- 10.1 As to Common Elements. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing the operation, use, maintenance, management and control of the common elements of the Condominium. The Board of Directors shall from time to time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted by the Board of Directors. Any rules and

regulations adopted pursuant hereto shall be reasonable and non-discriminatory.

10.2 As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium parcels; provided, however, that copies of such rules and regulations are furnished to each owner of a condominium parcel prior to the time the same shall become effective. Where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property. Any rules and regulations adopted pursuant thereto shall be reasonable and non-discriminatory.

10.3 Initial Rules and Regulations The initial rules and regulations hereinafter enumerated shall apply to and be binding upon all unit owners. The unit owners shall at all times observe the rules and regulations and shall have the responsibility of seeing that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. The initial rules and regulations are as follows:

(a) The units shall be used only for residential purposes and to provide temporary lodging.

(b) Unit owners shall not use or permit the use of their premises in a manner to create excessive noise, excessive vibration or other results which may be deemed to be obnoxious activity.

(c) Common elements shall not be obstructed, littered, defaced or misused in any manner.

(d) No structural changes or alterations shall be made in any unit, or to any of the common elements, except as provided in the Declaration of Condominium.

(e) All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference and apply to all members of the Association.

(f) Nothing shall be hung, or displayed on the outside of walls of a building, and no sign, awning, canopy, shutter or radio television or satellite antenna shall be affixed to or placed upon the exterior walls or roof, or any other part of the condominium property thereof, except with the approval of the Board of Directors, provided, however, that each Unit Owner may have a sign on or about the entrance way of his Unit with letters which do not exceed two (2) inches in height. All signs must be approved by the Association.

(g) Complaints regarding maintenance shall be made in writing to the Board of Directors.

(h) There shall not be kept in any unit any flammable, combustible or explosive fluid, material, chemical or substance except for normal office use.

(i) In case of any emergency originating in or threatening any of the units, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry in the event any such emergency shall be immediate. To facilitate entry in the event of any such emergency, each unit owner, if required by the Association, shall deposit a key to his unit with the Association.

(j) No unit owner shall make any adjustments of any nature whatsoever to any of the equipment located on the common elements without first obtaining the permission of the Association.

(k) No Unit Owner shall use or allow any units to be used for any type activity which would allow animals to be housed or cared for, temporarily or permanently, in a commercially related activity. No Unit Owner will allow their animals to roam free, unleashed, or to cause a nuisance.

(l) No unit owner shall use or allow others to use the portico, entry areas, patios or deck areas for storage.

Section 11. Default.

- 11.1 **Foreclosure.** In the event a unit owner does not pay any sums, charges or assessments required to be paid to the Association within 15 days from the due date, the Association, acting in its own behalf or through its Board of Directors may, foreclose the lien encumbering the unit owner's condominium parcel created by non-payment of the required monies in the same manner as mortgage liens are foreclosed. The Association shall have the right to bid on the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, or in addition thereto, the Association may bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing the same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a unit owner, the Association shall be entitled to recover the costs thereof, together with a reasonable attorneys' fee.
- 11.2 **Association Expenses.** If the Association becomes the owner of a condominium parcel by reason of foreclosure, it may offer the condominium parcel for sale and, when the sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the condominium parcel, which shall include but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former unit owner.
- 11.3 **Enforcement** In the event of violation of the provisions of the Condominium Documents as the same are now or may hereafter be constituted, the Association, on its own behalf, may

bring appropriate action to enjoin such violation, to enforce the provisions of the documents, sue for damages or take all of the courses of action at the same time, or such other legal remedy it may deem appropriate.

11.4 Fines and Penalties. In the event the Board of Directors determines, in the manner set forth below, that a Unit Owner has violated any rule or regulation set forth in Section 10 above, as it may be amended, the Association may impose such fines and other penalties as are allowed by law, including those fines and penalties allowed by Section 720.305 Florida Statutes which provides, among other penalties, for the suspension of a Unit Owner's use of Common Elements and voting rights as a member of the Association.

11.5 Notice and Hearing. In the event the Board of Directors receives a complaint that a Unit Owner has violated a rule or regulation, other than non-payment of assessments and other charges when due, the Board of Directors shall notify the Unit Owner that a complaint has been made and shall specify the rule or regulation which is alleged to have been violated. The notice shall set forth a date not less than fifteen (15) days after the date of the Notice) for a hearing to be held in accordance with Section 720.305 Florida Statutes (2000) before a Committee of at least three (3) Members appointed by the Board of Directors and who are not officers or directors of the Association and who otherwise qualify pursuant to Section 720.305 (2) (a) Florida Statutes (the "Grievance Committee"). If the Unit Owner has not been previously subject to a complaint for a violation of the same rule or regulation and if the Unit Owner ceases the alleged activity, repairs any damage, and otherwise complies with the rules and regulations within ten (10) days from the date the Board of Directors notifies the Unit Owner of the alleged violation, no further action shall be taken by the Grievance Committee or the Board of Directors. If the Unit Owner disputes the violation and/or fails to correct the violation in the foregoing manner within the time specified, the Grievance Committee shall hold a hearing to receive and consider evidence of the alleged violation. At such hearing, the Grievance Committee shall first receive evidence of the alleged violation and, following the presentation for such evidence, the Grievance Committee shall receive evidence relating to the alleged violation and offered by the Unit Owner. The Grievance Committee shall consider the evidence presented, determine by a majority vote whether a violation has occurred and notify the Unit Owner of its decision and determination, and the amount of the fine or other penalty, if any, within ten (10) days from the date of the hearing. If the Unit Owner desires to challenge the finding of the Grievance Committee, the Unit Owner shall, with twenty (20) days after the date of the Grievance Committee's Determination, initiate proceedings in the Circuit Court for the Seventh Judicial Circuit, in and for Putnam County, Florida seeking a declaration of the Unit Owner's rights, or may avail himself of any other remedy provided by law. In the event such proceeding is not initiated within said twenty-day period, or is thereafter dismissed and not reinstated within said twenty-day period, the decision of the Grievance Committee shall be final and the fine shall constitute a lien on the unit owned by the Unit Owner. If legal action is initiated and pursued by the Unit Owner, the outcome of the judicial proceedings shall be binding on the parties and the prevailing party shall be entitled to all costs incurred, including reasonable attorneys' fees. In the event the Association prevails, such costs shall be added to the fine. All notices to a Unit Owner required hereunder shall be deemed given upon depositing the notice, with "postage prepaid, in the United States mail, and posting the notice on the unit owned by the Unit Owner.

11.6 Consent to Foregoing Provisions. Each unit owner for himself, his heirs, successors and

assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the availability of other equally adequate legal procedures. Additionally, all unit Owners expressly agree that should the Association find it necessary to invoke any of the above-specified remedies and the Association is successful, the unit owner subject to the action shall be responsible for reasonable attorneys' fees and court costs. It is the intent of all unit owners to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from unit owners and to preserve each unit owner's right to enjoy his condominium parcel free from unreasonable restraint and nuisance.

Section 12. Mortgage of Unit.

The Association shall maintain a suitable register for the recording of mortgaged condominium parcels. Any mortgagee of a condominium parcel may, but it is not obligated to, notify the Association in writing, of the mortgage. In the event notice of default is given any member, under an applicable provision of the Condominium Documents, a copy of such notice shall be mailed to the registered mortgagee.

Section 13. Contracts.

The Association, prior to passage of control pursuant to Section 4.4, shall not directly or indirectly enter into contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after such transfer of control, upon not more than 90 days' notice to the other party.

Section 14. Amendment of By-Laws.

The By-Laws of this Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by approval of owners of not less than three-fourths (3/4) of the voting interests. No amendment to the By-Laws shall be valid unless recorded, with identification on the first page thereof of the book and page of the public records where the Declaration of Condominium is recorded.

Section 15. Parliamentarian.

The Secretary of the Association shall act as parliamentarian at all meetings of the Board of Directors of the Association. He shall see that all meetings are conducted in an orderly manner in accordance with these By-Laws.

CERTIFICATION

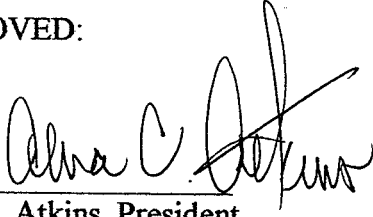
CERTIFICATION

I, Michael Rourke, as the duly elected and acting Secretary of Sportsman's Lodge Condominium Association, Inc., a Florida not for profit corporation, do hereby certify that the foregoing By-Laws constitute the original By-Laws of the said association, as duly adopted at the first meeting of the Board of Directors held on the 23 day of MAR, 2007.



Michael Rourke

APPROVED:



Alva C. Atkins, President



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