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DECLARATION OF CONDOMINIUM

of The Original Sportsman's Lodge I, a Condominium

DP 0548 PGI 287

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

WHEREIN the Developer makes the following declarations:

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

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

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

See Attached Exhibit "A"

which lands are called "the land."

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

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

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

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

2.4 Common Expenses include:

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Amendment of Plans.

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

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

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

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

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

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

3.5 Improvements - General Description.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The undivided share in the land and other Common Elements and in the Common Surplus that are appurtenant to each Unit in the manner elsewhere described.
- b. Use of the Common Elements in common with other Unit Owners in the manner elsewhere described.
- c. Use of limited Common Elements appurtenant to the Unit, if any, in the manner elsewhere described.
- d. The Membership in the Condominium Association, The Sportsman's Lodge Recreation Area Association, Inc., and the Sportsman's Lodge Utility Corporation, and the interest of each Unit Owner in the funds and assets held by the such associations and corporations.
- e. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.
- f. A nonexclusive easement for ingress and egress over streets, walks and other rights of way in the Recreation Area as described in the Declaration of Covenants, Conditions, Restrictions and Easements for such area recorded at Official Records Book 548 page 1273-1286 of the Public Records of Putnam County, Florida.

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

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

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

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

4.7 Membership.

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

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

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

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

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

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

5.1 Units.

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

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

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

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

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

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

5.2 Common Elements.

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

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

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

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

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

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

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

5.5 Submission of land to condominium.

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

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

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

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

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

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

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

6.4 Date of Commencement of Annual Assessments.

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

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

6.5 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien;

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1 Purchase; named insured; payment of policies.

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

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

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

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

8.2 Coverage.

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

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

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

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

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

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

d. Workmen's compensation policy to meet the requirements of law.

e. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

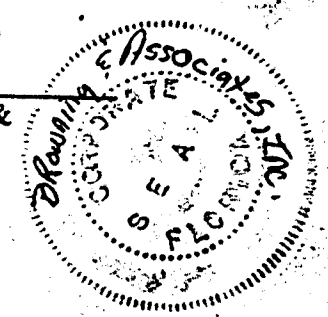
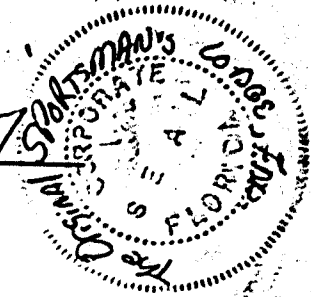
Susan B Varnes
Ch. 1 7th

Susan B Varnes
Ch. 1 7th

SPORTSMAN'S "L", a Florida
 General Partnership

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

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



STATE OF FLORIDA)
 COUNTY OF) SS:

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

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

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Joinder of Mortgagee

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Guardian Savings and
Loan Association, a Florida Savings and Loan, hereby consents to
and joins in the submission of The Properties as defined in Article I and as described in
Article II of this Declaration to the Covenants, Conditions, Restrictions and Easements
set forth herein.

Witnesses:

Paul G. Reynolds, Jr.

Ann Stearns

By: Paul G. Reynolds, Jr.

Pamela K. Brooks

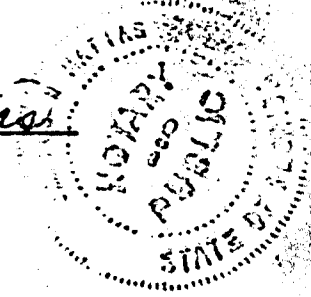
Its Senior Vice President

STATE OF FLORIDA)
COUNTY OF Broward) SS:

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

James H. Matias
Notary Public
State of Florida at Large
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MONTH 1, 1992
BONDED THROUGH GENERAL INS. CO.



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

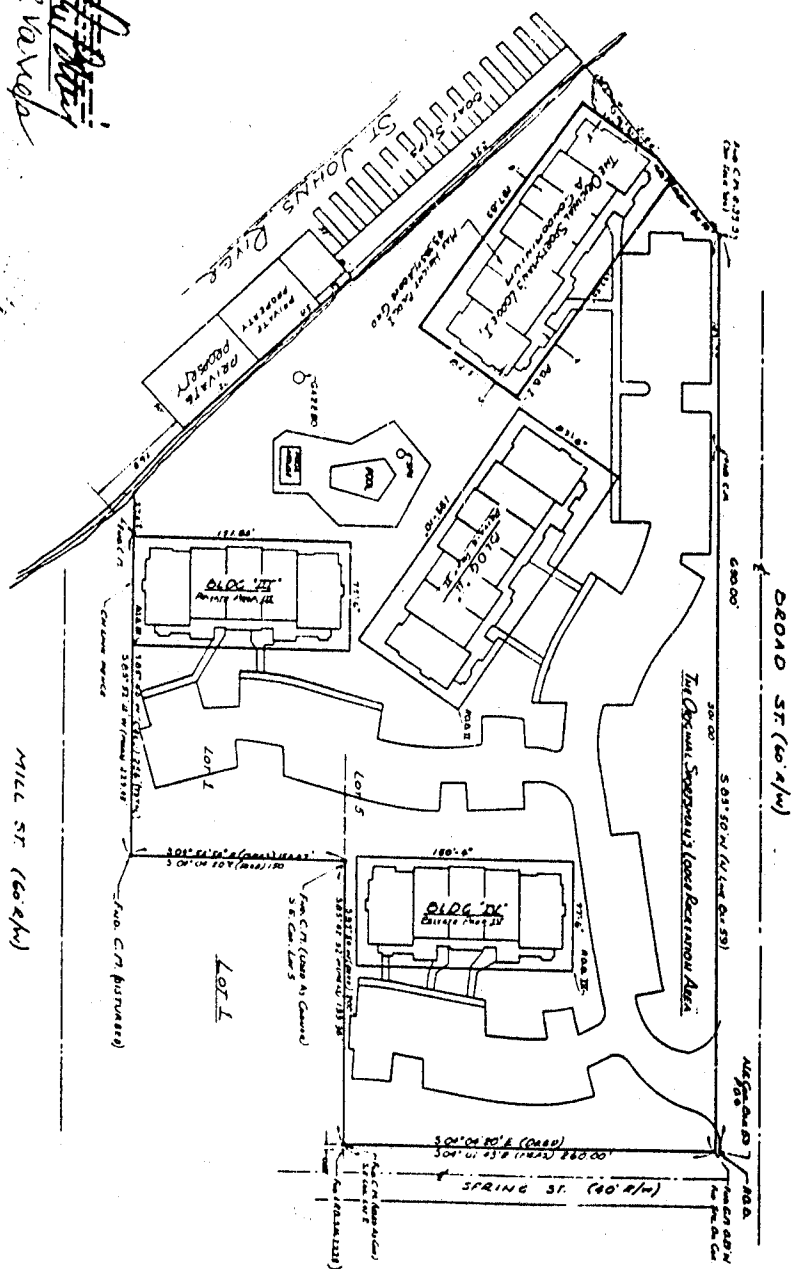
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EXHIBIT A to
Declaration of
Condominium

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THE ORIGINAL SPORTSMAN'S LODGE I.
A CONDOMINIUM



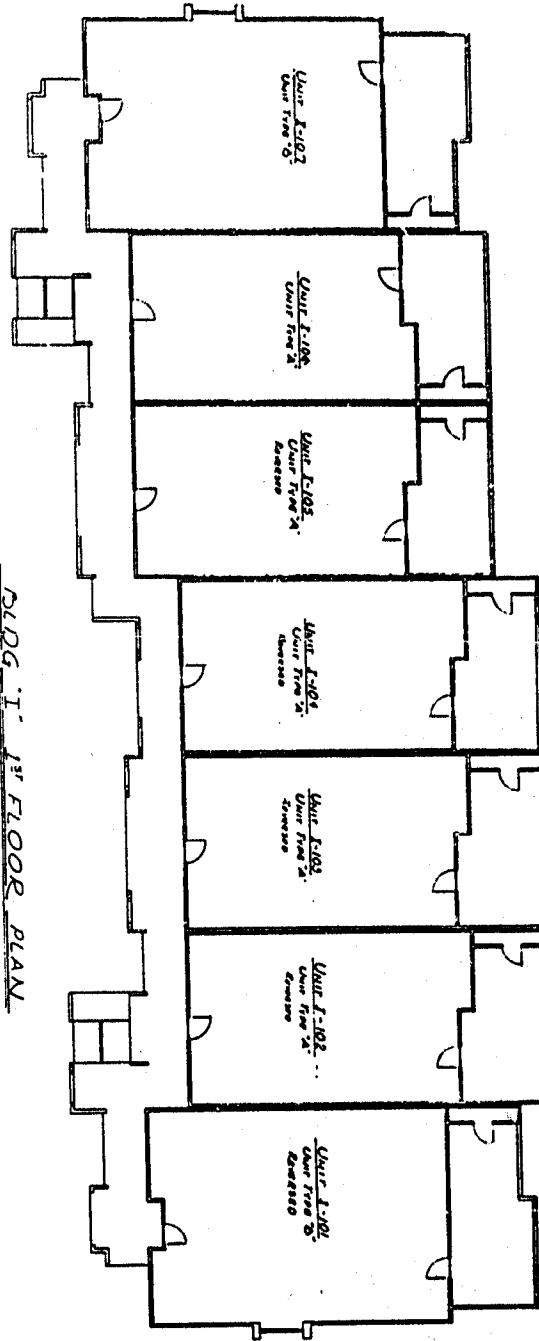
STRUCTURAL AND MECHANICAL
STRESS ON THE TOWER AND
ON THE AIR FRAMEWORK OF THE
TOWER
THE AIRFRAME WEIGHT OF ALL EXISTING
ON PROPOSED MECHANICAL PARTS IS 45,000 LBS

— probation — and due

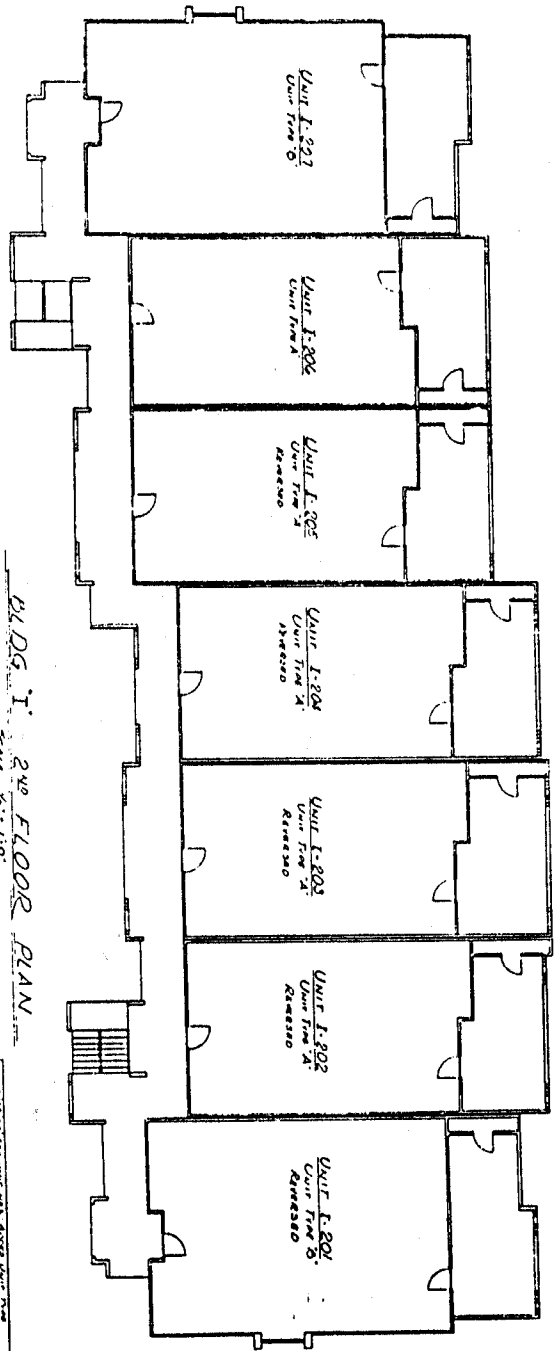
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BLDG. 1. 1ST FLOOR PLAN
Scale 1/8" = 1'-0"



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

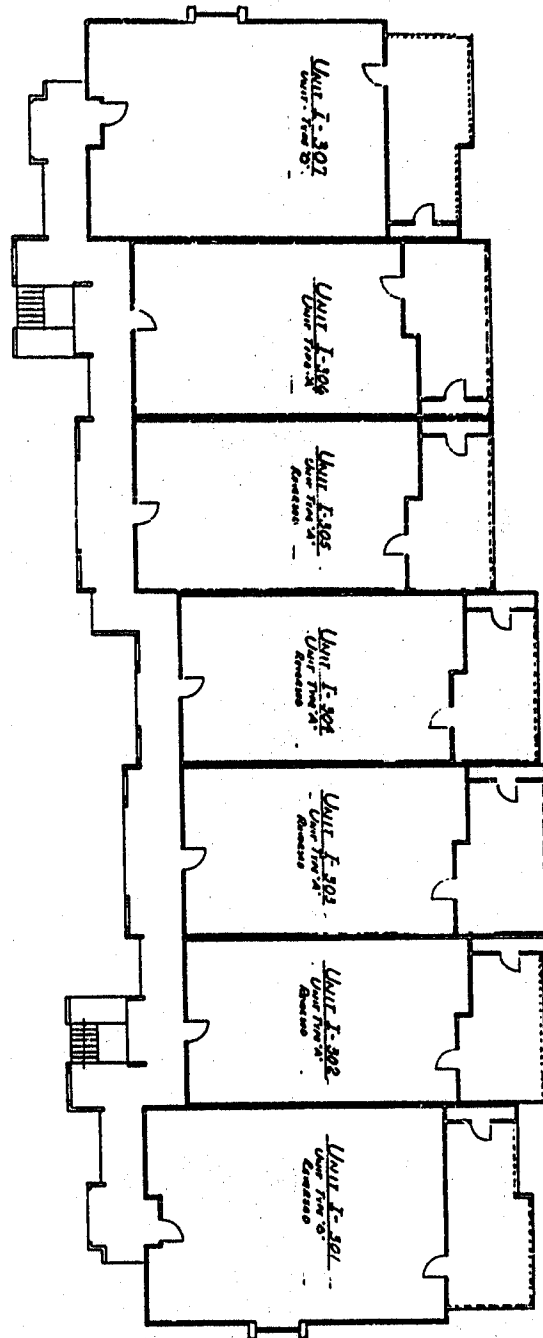
RECORDING & INDEXING DIVISION
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

DATE: 10/10/11
BY: [Signature]
RECEIVED: 10/10/11

1-105

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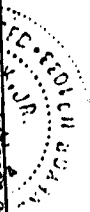
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3RD FLOOR PLAN
Scale 1/8" = 1'-0"

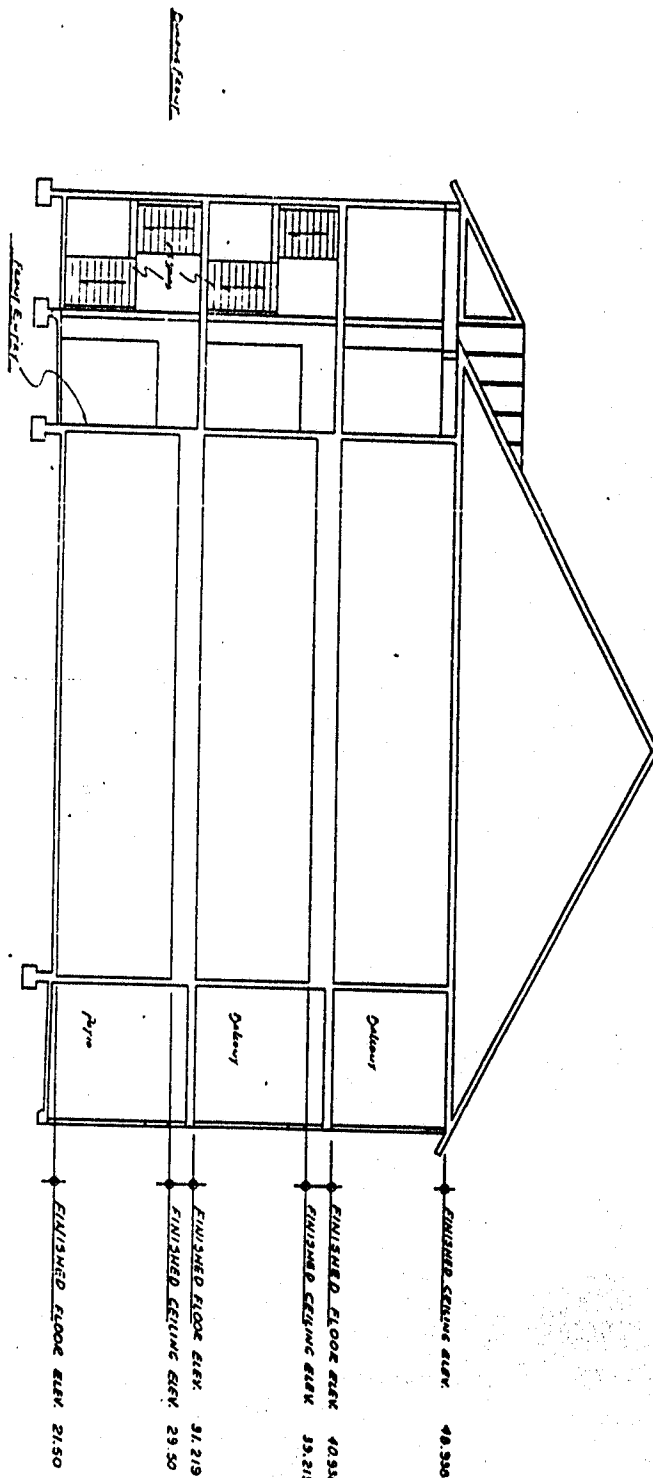
UNIT I-302 UNIT I-304 UNIT I-305 UNIT I-306 UNIT I-307 UNIT I-308

UNIT I-302	UNIT I-304	UNIT I-305	UNIT I-306	UNIT I-307	UNIT I-308
1/10/70	1/10/70	1/10/70	1/10/70	1/10/70	1/10/70
1/10/70	1/10/70	1/10/70	1/10/70	1/10/70	1/10/70
1/10/70	1/10/70	1/10/70	1/10/70	1/10/70	1/10/70
1/10/70	1/10/70	1/10/70	1/10/70	1/10/70	1/10/70
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1/10/70	1/10/70	1/10/70	1/10/70	1/10/70	1/10/70
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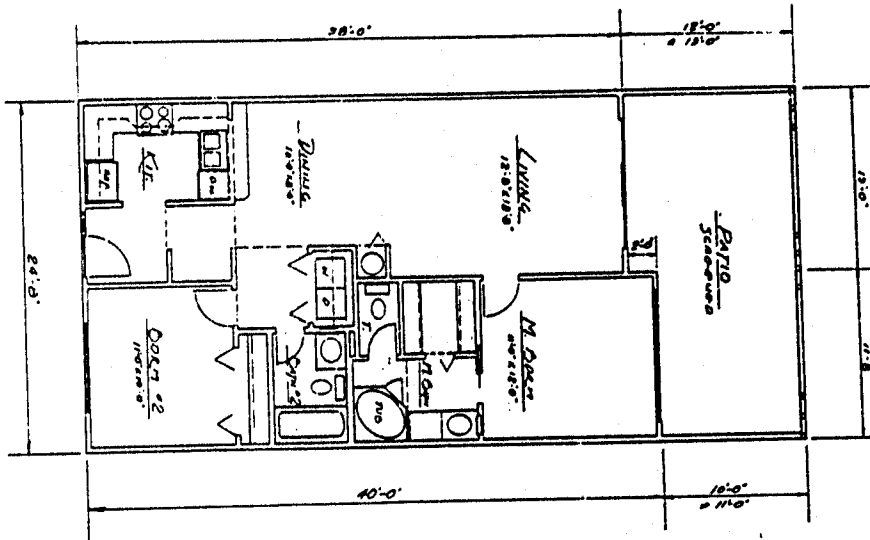
TYPICAL SECTION BUILDING 'I'
THREE STORY BUILDING

By Order: Assoc. Engineer for the
Date: Jan. 14, 1909

LOADING - SECTION	DATE
1. 1/2" x 1/2" x 1/2"	1/14/09
2. 1/2" x 1/2" x 1/2"	1/14/09
3. 1/2" x 1/2" x 1/2"	1/14/09
4. 1/2" x 1/2" x 1/2"	1/14/09
5. 1/2" x 1/2" x 1/2"	1/14/09
6. 1/2" x 1/2" x 1/2"	1/14/09
7. 1/2" x 1/2" x 1/2"	1/14/09
8. 1/2" x 1/2" x 1/2"	1/14/09
9. 1/2" x 1/2" x 1/2"	1/14/09
10. 1/2" x 1/2" x 1/2"	1/14/09
11. 1/2" x 1/2" x 1/2"	1/14/09
12. 1/2" x 1/2" x 1/2"	1/14/09
13. 1/2" x 1/2" x 1/2"	1/14/09
14. 1/2" x 1/2" x 1/2"	1/14/09
15. 1/2" x 1/2" x 1/2"	1/14/09
16. 1/2" x 1/2" x 1/2"	1/14/09
17. 1/2" x 1/2" x 1/2"	1/14/09
18. 1/2" x 1/2" x 1/2"	1/14/09
19. 1/2" x 1/2" x 1/2"	1/14/09
20. 1/2" x 1/2" x 1/2"	1/14/09

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UNIT TYPE 'A'

Scale 1/8" = 1'-0"

LIVING AREA 12' x 18'0"

DINING AREA 11' x 10'0"

KITCHEN 10' x 10'0"

BEDROOM #1 10' x 10'0"

BEDROOM #2 10' x 10'0"

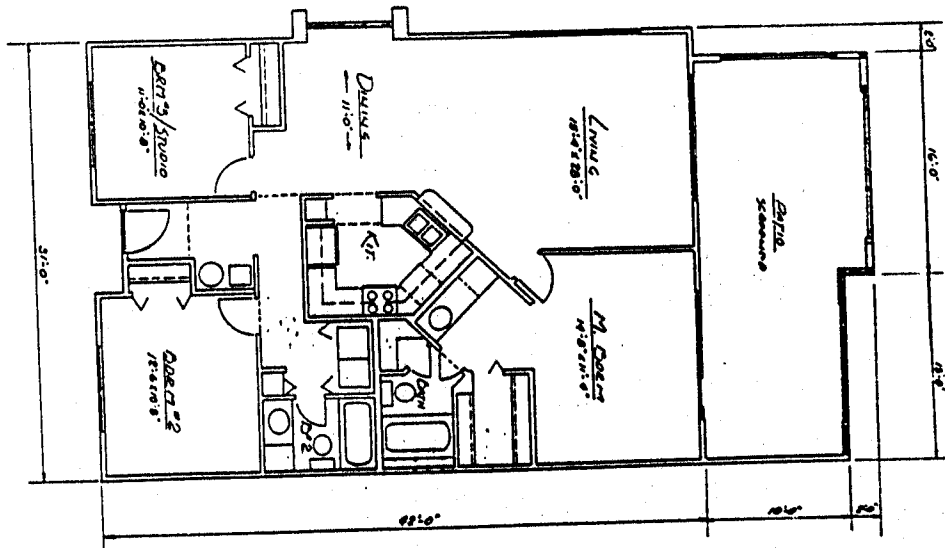
BATH 5' x 7'0"

DR. 5' x 7'0"

STORAGE 5' x 7'0"

Overall Dimensions: 38'-0" x 24'-0"

NOTE: Approximate dimensions shown. Actual dimensions may vary. All dimensions are in feet and inches. All dimensions are to the center of the wall unless otherwise noted.



UNIT TYPE 'B'

Scale 1/8" = 1'-0"

LIVING AREA 14' x 18'0"

DINING AREA 11' x 10'0"

KITCHEN 10' x 10'0"

BEDROOM #1 10' x 10'0"

BEDROOM #2 10' x 10'0"

BATH 5' x 7'0"

DR. 5' x 7'0"

STORAGE 5' x 7'0"

Overall Dimensions: 38'-0" x 24'-0"

NOT TO SCALE

APPROVED FOR RECORDING

DATE: 11/11/11

BY: [Signature]

FOR: [Signature]

RECORDING OFFICE

11/11/11

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

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

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

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