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DECLARATION OF AGREEMENTS AND RESTRICTIONS

FOR

LAZY DAYS CAMP RESORT

THIS DECLARATION is made this 21st day of JAN., 1996,
by LAZY DAYS CAMP RESORT, INC., a Florida business corporation,
which declares hereby that "The Properties" described in Article II
of this Declaration are and shall be held, transferred, sold,
conveyed and occupied subject to the agreements, restrictions,
easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

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

(a) "Advisory Committee" shall mean a committee of FIVE
persons comprised of two representative of the Developer and three
Primary representatives of Lot Owners whose purpose shall be to
provide advice to the Developer and oversight of the Common Use
Areas. Alternate Lot Owner representatives may be named to serve
on the Advisory Committee in the absence of the Primary Lot Owner
representatives. At any meeting of the Advisory Committee, a
quorum shall consist of at least one representative of the
Developer and two representatives of the Lot Owners. The Advisory
Committee members representing the Lot Owners shall be selected by
the Developer to serve an interim term until March 30, 1996, at
which time the Lot Owners will hold an election. The Advisory
Committee members elected at that time shall take office on April
15, 1996, serve until January 31, 9997. Thereafter, the Advisory
Committee members representing the Lot Owners shall be elected by
the Lot Owners and shall serve for a period of one year.

(b) "Common Use Areas" shall mean and refer to the club house, roadways, drainage structures, boat basin and docks, and as depicted in Exhibit "B", attached and incorporated herein as if specifically set forth; together with the landscaping and any improvements thereon, including, without limitation, all structures, open space, markers, signs, sprinkler systems and street lights and drainage or retention systems, if any, but excluding any public utility installations thereon. "Common Use Areas" also means and refers to such property as may be acquired by the Developer for the use and benefit of the Lots and the Owners, whether such use and benefit is exclusive or in common with other persons, and whether such additional property is acquired in fee or by easement or license agreement.

(c) "Developer" shall mean and refer to Lazy Days Camp Resort, Inc., a Florida business corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned, hereinafter referred to as "Developer." Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connections with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed to be the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(d) "Lot" shall mean and refer to any Lot as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein, which comprise portions of the Properties.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(f) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

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

See Exhibit "A"

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

Section 2. Supplements. Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners or any mortgagee) and thereby add to The Properties. Where such other land is not then owned by the Developer, the owner thereof shall join in the applicable supplemental declaration. To the extent that additional real property shall be made a part of The Properties as a common scheme, reference herein to The Properties should be deemed to be a reference to all of such additional property where such reference is intended to include property other than that legally described above. By acceptance of delivery of title to any property described hereunder, any Owner hereby expressly consents and agrees to this provision.

ARTICLE III
USE RIGHTS IN THE COMMON USE AREAS; OTHER EASEMENTS

Section 1. Owners' Easements. Each Owner, and each tenant, agent and invitee of such Owner, shall have a nonexclusive permanent and perpetual easement over and upon the Common Use Areas for the intended use and enjoyment thereof in common with all other such Owners, their tenants, agents and invitees, and the Developer in such manner as may be regulated by the Advisory Committee.

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

(a) The right and duty of the Advisory Committee to levy assessments against each Lot for the purpose set forth in Article IV, Section 2.

(b) The right of the Advisory Committee to suspend the Owner's (and his permittees) right to use the Common Use Areas for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of any lawfully adopted and published rules and

regulations of the Advisory Committee.

(c) The right of the Advisory Committee to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Use Areas and all facilities at any time situated thereon, including the right to fine Owners as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(d) The right of Developer to permit such persons as he may designate from time to time the temporarily right to enjoy, occupy or use the Common Use Areas on a non-exclusive basis.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. Subject to funding by the Owners and Developer, the Developer shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Use Areas and the paving, drainage structures, parking area, lighting, sewer lines (dry or otherwise), water lines, landscaping, entrance markers and signs, improvements and other structures (except utilities) situated on Common Use Areas, if any, and all appurtenances thereto. The Owner shall be responsible, however, for the maintenance, replacement and repair of all paving, structures and improvements, sewer and domestic water lines, telephone and TV cable on his own Lot which wear out or are damaged by an Owner or a Tenant of the Lot. The Developer, subject to funding by the Owners, shall at all times also maintain in good repair and replace as often as necessary all garbage containers and signs in the street right-of-way as may be originally placed by the Developer. Without limiting the generality of the foregoing, the Developer shall bear all responsibility to Putnam County or any other governmental entity or entities with respect to the Common Use Areas and shall indemnify and hold the Owners harmless with respect thereto.

As may hereinafter be provided, the Developer may, at its option, maintain and repair portions of the Lots and improvements constructed thereon, in the manner hereinafter contemplated, and easements over such Lots are hereby reserved in favor of the Developer and its designees to effect such maintenance and repair.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Advisory Committee through assessments (either general or special) imposed in accordance herewith. No owner may waive or otherwise escape liability for assessments by non-use of the Common Use Areas or abandonment of the right to use the Common Use Areas.

Section 4. Utility Easements. Use of the Common Use Areas for utilities, as well as use of the other utility easements of public record at the time of recordation of this Declaration of agreements and Restrictions, shall be in accordance with the applicable provisions of this Declaration. The Developer and its designees shall have a perpetual easement over, upon and under the Common Use Areas for the installation and maintenance of community and/or cable TV and security and other communication lines, electrical or power lines, equipment and materials water and/or sewer lines, and other similar above-ground or underground television, radio and security cables and other utility lines for service to the Lots and other portions of The Properties.

Section 5. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Use Areas. Moreover, Putnam County shall have the right to elect to maintain the water lines, sewer lines or such other public utilities or services which are located The Properties provided the Developer or the Lot Owners have not properly maintained same and provided that Putnam County shall have no obligation to perform such maintenance.

Section 6. Ownership. The Common Use Areas are hereby dedicated non-exclusively to the joint and several use, in common, of the Developer and the Owners of all Lots that may from time to time constitute part of The Properties and the Developer's and such Owners' tenants, guests and invitees. Beginning from the date these agreements are signed, and subject to funding by the Owners, the Developer shall be responsible for the maintenance of such Common Use Areas, such maintenance to be performed in a continuous and satisfactory manner without cost to the general taxpayers of Putnam County, or any other local governmental entity. Developer shall have the right from time to time to enter upon the Common Use Areas and other portions of The Properties for the purpose of construction, reconstruction, repair, replacement and/or alteration of any improvements or facilities on the Common Use Areas or elsewhere on The Properties that Developer elects to effect, and with the approval of the Advisory Committee, to use the Common Use Areas and other portions of The Properties for sales, displays and signs or for any other purpose. Without limiting the generality of the foregoing, the Developer shall have the specific right to maintain upon any portion of the Properties sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Developer and its successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Use Areas shall, at all times be subject and subordinate

to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

Section 7. Other Easements. Easements are reserved over each Lot and the Common Use Areas in favor of each other Lot and the Common Use Areas in order to permit drainage and run-off from one Lot (and its improvements) to another or to or from the Common Use Areas from or to any Lot or Lots.

ARTICLE IV
AGREEMENT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer (and each party joining in this Declaration or in any supplemental declaration), for all Lots within The Properties, hereby agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to agree, to pay to the Advisory Committee annual assessments or charges for the maintenance, management, operation and liability insurance of the Common Use Areas and other facilities as provided elsewhere herein, including such reasonable reserves as the Advisory Committee may deem necessary, assessments for maintenance as provided in Section 4 hereof and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established and collected from time to time as herein provided. For the calendar year 1996, each lot shall be assessed an amount of \$480.00. In subsequent years the amount of the assessments shall be established by the Advisory Committee. In addition, special assessments may be levied by the Advisory Committee against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all assessments imposed by the Advisory Committee with respect to the operation and maintenance of the Properties shall be imposed in accordance with the Cost Assessment Matrix shown as

Exhibit C. Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Purpose of Assessments. The regular assessments levied by the Advisory Committee hereunder shall be used exclusively for the following purposes:

- a. Maintenance of the Common Use Areas;
- b. To provide water, sewer, trash removal, lawn mowing and street lights for all owners and the Common Use Areas;
- c. To promote the health, safety and welfare of the owners, their guests and tenants;
- d. For reserves (if any) to cover the cost of urgently needed immediate repairs such as to water or sewage system.
- e. To provide for ordinary and necessary expenses of the Advisory Committee limited to postage, stationary, and reproduction of documents such as bills, and notices.

Section 3. Special assessments of the Advisory Committee hereunder shall be used for the following purposes:

- a. For capital improvements that are not a part of the Developers plans or offerings at the time of lot sale and are recommended by the Advisory Committee and which have been approved by a two-thirds majority of the Owners.

Section 4. Specific Damage. Owners (on their behalf and on behalf of their agents, tenants and guests) causing damage to any portion of the Common Use Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Developer or the Advisory Committee, whichever has incurred the cost of any uninsured repair occasioned by such damage, and a special assessment shall be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien and foreclose procedures.

Section 5. Exterior Maintenance. The Developer may also provide exterior maintenance upon all such Lots for all or any of the following: grass, drainage facilities, and sewer and water lines.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall

commence as to any Lot on the day of conveyance of the Lot to an Owner who is not the Developer. The initial assessment shall be collected at the time title is conveyed from the Developer to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual assessment charged to his Lot. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. Payment in full shall be due on or before January 15. Alternatively, at the Owners option, the assessment may be increased by 5% and payment may be made in two equal installments; one-half of the increased assessment shall be due on or before January 15 and the remaining half shall be due on or before July 15th.

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

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Advisory Committee. If the assessments (or installments) are not paid on the date(s) when due (being the date(s) specified herein), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Advisory Committee, a late charge equal to ten percent (10%) of the amount of such unpaid installment may be imposed (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' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the then highest lawful rate and the Advisory Committee 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 Lot on which the assessments and late charges are unpaid or may foreclose the lien against the Lot on which the

assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fees to be fixed by the court together with the costs of the action, and the Advisory Committee 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' worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the most current 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 Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Developer for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Use Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Developer acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 7 of this Article. It shall be the legal duty and responsibility of the Advisory Committee to enforce payment of the assessments hereunder. Failure of the Advisory Committee 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 Owners and be deposited to an account in the name of the Advisory Committee.

Section 8. 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 Developer of a claim of lien, which mortgage encumbers a Lot, to any institutional lender; 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

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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 Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by Developer, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 9. Access at Reasonable Hours. For the purpose solely of performing the Lot and exterior maintenance authorized by this Article, the Developer, through its duly authorized agents or employees or independent contractors, shall have the right after reasonable notice to Owner, to enter upon any Lot at reasonable hours on any day to accomplish such work.

Section 10. Effect on Developer. When all Lots within The Properties are sold and conveyed to purchasers, Developer shall not have further liability of any kind for the payment of assessments or deficits.

Section 11. Trust Funds. The portion of all regular assessments collected by the Developer for reserves (if any) for future expenses, and the entire amount of all special assessments, shall be held by the Advisory Committee for the Owners of all Lots, as their interests may appear, in an account in the name of Advisory Committee, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States. The account shall be maintained in an institution chosen by the non-developer members of the Advisory Committee and shall require the signatures of both the developer representation on the Advisory Committee and one of the non-developer members of the Advisory Committee. The Advisory Committee shall provide a financial report to the lot owners no less frequently than annually

ARTICLE V CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article V shall be applicable to all of The Properties.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes and such home occupations as allowed by local ordinance. Park Models shall not be located on lot numbers 21 through 29, 43 through 57 and 58 through 68, and 8' X 10' storage sheds are also not permitted on these lots. Smaller

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storage sheds such as manufactured by Rubbermaid are permitted there provided they are secured against movement by the wind. On lots other than the above listed, storage sheds may be placed having a size not greater than 8' x 10' and of the style represented by the Robin Builders, Inc., Dutch Barn model. All structures on any of the lots must be maintained in good repair and clean and attractive condition.

Temporary uses by Developer for model facilities, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in any improvements made by the Developer (except if such changes are made by the Developer) and no other improvements or changes to previously- approved improvements shall be made without the consent of the Developer as provided herein. The restriction to residential use shall not be construed to prevent an Owner or an Owner's agent from leasing his Lot to another for residential purposes and lawful home occupations.

Section 3. Easements. Easements for installation and maintenance of utilities are reserved over, above, and under The Properties and as provided therein. Within these easements, no structure, planing or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The appropriate water and sewer authority, electric utility company, telephone company, the Developer and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, over, under and through said easements (if any). Developer and its designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio, television and security lines.

Section 4. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance nor nuisance to other Owners. No use of any of the Lots shall be permitted which use involves the emission of excessive noise or odors, vibration or smoke. The determination by the Advisory Committee that an activity on any Lot is violative of this Section 4 shall be conclusive.

Section 5. Signs. No sign of any kind on the exterior of any structure or visible from any street, parking or driveway area shall be displayed to the public view on The Properties, except; 1) any sign approved by the Advisory Committee, or 2) any approved "For Sale" sign of not more than three square feet in size, or 3)

any sign used by the Developer to advertise The Properties or a portion thereof during the construction and sales period.

Section 6. Pets, Livestock and Poultry. No animals of any kind shall be raised, bred or kept on any Lot, except a maximum of two commonly recognized household pets which shall be under the control of a responsible person at all times. Whether the pets are of a type commonly recognized as household pets is in the sole discretion of the Advisory Committee. The owner of a pet shall pick up and properly dispose (put in the sewer or wrapped and put in the trash, not in the river or lakes) of any droppings of their pets on the Common Use area or on other Owners lots..

Section 7. Visibility at Intersection; Off-Street Parking and Service Areas. No obstruction to visibility at street intersections shall be permitted. Motor vehicle parking shall be permitted only upon paved and property drained surfaces.

Section 8. Lot Landscaping. The Lot landscaping (except for that portion to be maintained by the Developer, if any) including, without limitation, the trees, shrubs, flower beds, walkways and ground elevations, shall be maintained by the Owner.

Section 9. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Advisory Committee. All requirements made from time to time by applicable governmental authorities for disposal or collection or waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage, trash or rubbish container designs, screening and locations shall be approved by the Advisory Committee.

Section 10. Unit Air Conditioners and Reflective Materials. Without prior written approval of the Advisory Committee, no air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Advisory Committee for energy conservation purposes.

Section 11. Destruction of Buildings on The Properties. No improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than two (2) months from the time of such destruction. If reconstruction or repair of any such building or improvement is not so commenced within two (2) months, the Owner shall raze or remove same promptly from the Owner's Lot. If the Owner shall fail to do

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this, the Advisory Committee shall raze or remove the property from the Owner's Lot at the Owners expense.

Section 12. Other Rules. The Advisory Committee may promulgate such other rules concerning the use and appearance of the Properties as it deems appropriate.

ARTICLE VI ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and agreements set forth herein and any and all rules and regulations which from time to time may be adopted by Advisory Committee

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

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Advisory Committee a fine or fines may be imposed upon an Owner for failure of any Owner, his tenants, invitees or employees, to comply with any agreement, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice. The Developer shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Advisory Committee at which time the Owner shall present reasons why penalties would not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing. The alleged non-compliance shall be presented to the Advisory Committee after which the Advisory Committee shall hear reasons why penalties should not be imposed. A written decision of the Advisory Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Advisory Committee's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Advisory Committee is in question, the Advisory Committee shall appoint three (3) impartial Owners to a special hearing panel.

(c) Penalties. The Advisory Committee (if its or such panel's findings are made against the Owner) may impose special assessments against the Owner which shall constitute a lien against the Lot owned by the Owner in such amount as the Advisory Committee may determine by rule from time to time provided that said rule shall be applied equally to all Owners and shall not have been promulgated for the specific purpose of being applied in any specific violation proceeding.

(d) Payment of Penalties. Fines shall be paid no later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Penalties. All monies received from fines shall be allocated as directed by the Advisory Committee.

(g) Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Advisory Committee may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Developer or the Advisory Committee may otherwise be entitled to recover by law from such Owner. Further, each day that a violation of a specific agreement herein or rule shall occur shall be deemed to be a separate violation of said agreement or rule.

Section 3. Developer as Agent. Each Owner by accepting a deed to his Lot, irrevocably appoints the Developer as its agent and attorney-in-fact to evict an Owner's tenant for violation of these agreements or any rules of the Developer. All tenancies shall be created by instrument referring to this Declaration and Developer rules, and requiring tenants' compliance therewith.

ARTICLE VII GENERAL PROVISIONS

Section 1. Duration. The agreements and restrictions of this Declaration shall run with The Properties, and shall inure to benefit of and be enforceable by the Developer, and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said agreements shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds of all the Lots subject hereto has been

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signed agreeing to revoke said agreements and restrictions. Provided, however, that no such agreement to revoke shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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

Section 3. Enforcement. Enforcement of these agreements and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any agreement or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these agreements; and failure to enforce any agreement or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the agreements, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed and approved by a two-thirds majority of the Owners.

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

Section 7. Withdrawal. Developer reserves the right to amend this Declaration at any time, without prior note and without the consent of any person or entity for the purpose of removing certain portions of The Properties then owned by Developer from the provisions of this Declaration to the extent included originally in error or as a result of reasonable changes in the plans for The Properties desired to be effected by the Developer.

Section 8. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being

having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Developer as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Lot Owners designate hereby the Developer as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein.

Section 9 Developer Dissolution. In the event of a permanent dissolution of the Developer, the Receiver and the Owners shall collectively provide for the continued maintenance and upkeep thereof of the Common Use Areas. In no event shall Putnam County, Florida be obligated to accept any dedication offered to it by the Developer or the Owners pursuant to this Section, but the county may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered Board of County Commissioners of Putnam County, Florida.

Section 10. Developer's Rights. Nothing contained herein in these restrictions, shall be construed to prevent the Developer or its specifically designated assigns or successors or their contractors or subcontractors, from doing or performing on all or part of The Properties owned or controlled by the Developer, or its specifically designated assigns or successors, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of The Properties, including without limitation:

(a) Erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of the Developer's business of completing the development and establishing The Properties and disposing of same by sale, lease or otherwise;

(b) Conducting thereon its or their business of completing and disposing of the development of The Properties or any portion thereof by sale, lease or otherwise;

© Maintaining such sign(s) thereon as may be reasonably necessary in connection with the sale, lease or other transfer or disposition of The Properties or any portion thereof.

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CO:PUTNAM ST:FL

EXECUTED as of the date first above written.

WITNESSES:

LAZY DAYS CAMP RESORT, INC., a
Florida business corporation

James L. Padgett
JAMES L. Padgett
Printed Name:

By: Pamela A. Browning

Tiwana Eastman

Title: VICE PRESIDENT

(CORPORATE SEAL)

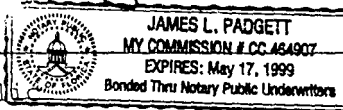
TIWANA EASTMAN
Printed Name

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this
17th day of June, 1996, by PAMELA A. BROWNING, of
LAZY DAYS CAMP RESORT, INC. on behalf of the corporation. He/She
is personally known to me or has produced N/A as
identification, and who (did) (did not) take an oath.

James L. Padgett
Signed

Printed
Notary Public
My Commission Expires:



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CO:PUTNAM ST:FL

JOINDER OF OWNERS

The undersigned owners of lots in Lazy Days Camp Resort hereby consent to and join in the submission of the lands described in this instrument to the agreements and restrictions contained herein.

WITNESSES AS TO EACH OWNER (2) OWNERS:

Signature

Signature

Printed Name

Printed Name

Date

Date

Signature

Printed Name

Date

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CO:PUTNAM ST:FL

Exhibit C

Cost Assessment Matrix
Lazy Days Camp Resort, Inc.,

Class	Status of Lot	Individual service component						
		E*	W*	S*	T*	L*	R&M*	1996 Assessment
S	Sold, (effective as of date of settlement) intended to be occupied.	x	x	x	x	x	x	\$480.00
V	Sold, (effective as of date of settlement) not occupied	x				x	x	\$240.00

NOTE: Lot definitions are based on the 1994 plat survey filed with the County.

*E Electricity. This item includes only electricity for the street lights. The lot owner's assessment will be used to pay a pro-rated fraction of the total cost of this item. This fraction is established monthly by dividing the total number of lots sold (as evidenced by settlement) by the total number of lots in the Properties.

*W Water. This includes the pro-rated fraction of water charges for all of the camp.

*S Sewer. This includes the pro-rated fraction of sewer charges for all of the camp.

*T Pro-rated fraction of the cost of Trash and Garbage removal for the entire camp.

*L Pro-rated fraction of the cost of lawn mowing for all sodded areas, fertilization of citrus trees and maintenance of the lakes.

*R&M Pro-rated fraction of the cost of repair and maintenance of all facilities in the common use areas.

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CO: PUTNAM ST: FL

BK0608PG0142

OFFICIAL RECORDS

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN WARRANTY DEED FROM FIRST BANK OF INDIANTOWN TO LAZY DAYS CAMP RESORT, INC., A FLORIDA CORPORATION DATED THE 23RD DAY OF JULY, 1992.

Parcel #1:

A part of the Antonio J. Triay Grant, Section 40, Township 12 South, Range 26 East, being more particularly described as follows:

Beginning at a certain concrete P.R.M. on the Northerly bank of Little Lake George, the same having a brass cap bearing the inscription USDA 16, which marks the West line of U. S. Government lands in the vicinity; (1) thence run South to the waters of Little Lake George. Return to the point of beginning and (2) thence run North 45 minutes West a distance of 1713 feet to USDA 17; (3) thence run East a distance of 198 feet to USDA 18; (4) thence run North 41 minutes West a distance of 564 feet to the Southeast corner of the tract more particularly described in Deed Book 235, page 363; (5) thence run West and along the South line of said tract a distance of 618.68 feet to the Southwest corner thereof, being in the center line of a 40 foot County road; (6) thence run Southerly and along the said center line to the waters of Little Lake George; (7) thence run Easterly and in the said waters to the Southerly end of Call (1) and to close, said land lying and being in Putnam County, Florida.

Parcel #2:

Being a part of the Antonio J. Triay Grant, Section 40, Township 12 South, Range 26 East, and particularly described as follows:

From a PRM on the Northerly bank of Little Lake George, the same having a brass cap which bears the inscription "USDA #16"; said PRM marks the Westerly boundary line of U.S. Government lands; thence run North 45 minutes West for a distance of 1713 feet to USDA marker #17; thence run East 198 feet to USDA marker #18; thence run North 41 minutes West 564 feet for point of beginning of this description; (1) run North 41 minutes West, 485 feet to a PRM; (2) thence run West 347.43 feet to a PRM; (3) thence run South 225.46 feet to a PRM; (4) thence run West 271.25 feet to the centerline of a 40 foot graded County road; (5) thence South and along the centerline of said County road 260 feet; (6) thence East 618.68 feet to the point of beginning and to close.



192391

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

92 JUL 24 AM 10:48

Edw. X. Paul
CLERK OF COURT
PUTNAM COUNTY, FLORIDA

Exhibit - B



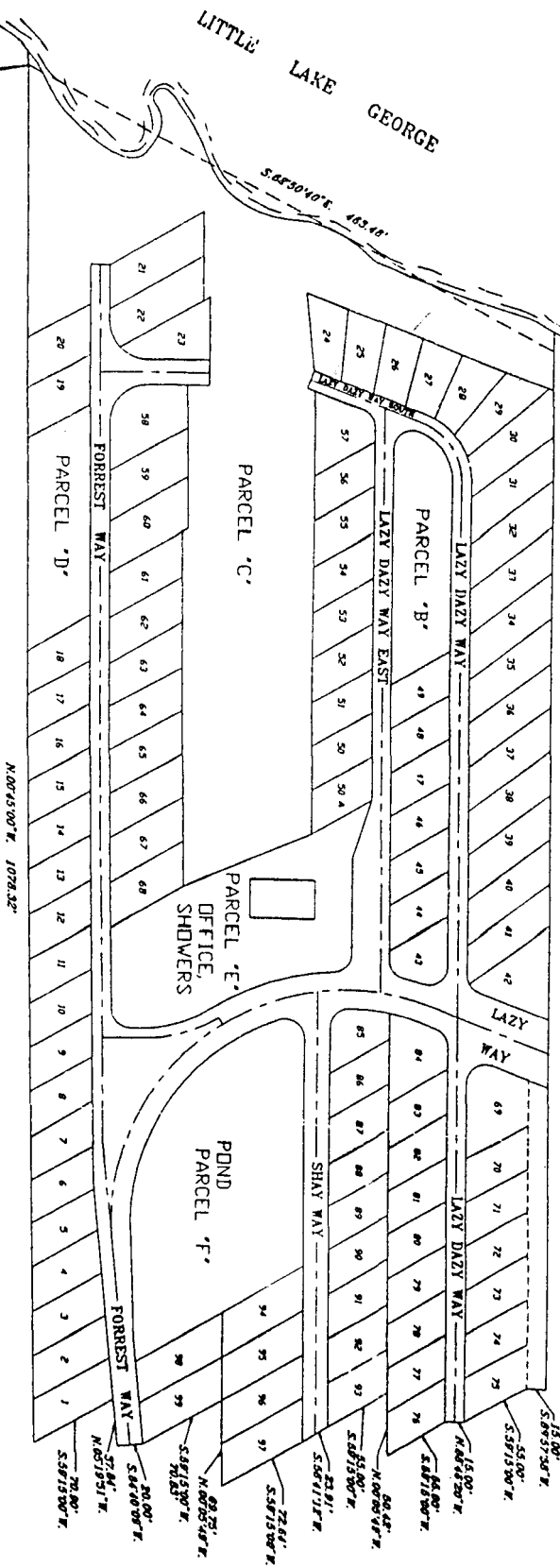
FL .86922 B 703 P 55
CO:PUTNAM ST:FL

FILED AND RECORDED
DATE 06/18/96 TIME 15:40
ED BROOKS CLERK
CO:PUTNAM ST:FL



LAZY DAYS CAMP RESORT

FRONT STREET (60' R/W)



PROPERTY OF UNITED STATES DEPARTMENT OF AGRICULTURE