

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS

FILE BK 014 PG 73

OFFICIAL RECORDS

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

ARTICLE I  
DEFINITIONS

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

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

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO

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

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

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

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

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

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

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

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

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

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

7 years

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

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

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

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

- (a) The right and duty of the Association to levy assessments against each Unit for the purpose of maintaining the Recreation Area and facilities in compliance with the provisions of this declaration and with the restrictions herein.
- (b) The right of the Association to adopt at any time and from time to time and to enforce rules and regulations governing the use of the Recreation Area and all facilities at any time situated thereon. Any rule or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.
- (c) The right of Developer to permit such persons as Developer shall designate to use the Recreation Area.
- (d) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate portions of the Recreation Area to a public agency under such terms as the Association deems appropriate and to create or contract with special taxing districts or local government entities for lighting, roads, recreational or other services, security, or communications and other similar purposes deemed appropriate by the Developer (to which such creation or contract all Owners hereby consent).

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

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

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

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

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

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

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

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

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

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

## ARTICLE V COVENANT FOR ASSESSMENTS

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

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

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

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

### Section 5. Date of Commencement of Annual Assessments.

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

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

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

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

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

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

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

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

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

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



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

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

## ARTICLE VI ENFORCEMENT

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

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

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

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

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

## ARTICLE VII GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

EXECUTED as of the date first above written.

WITNESSES:

Suzanne B. Varner  
[Signature]

SPORTSMAN'S "L", a Florida  
General Partnership

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

Suzanne B. Varner  
[Signature]

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

STATE OF FLORIDA )  
COUNTY OF ) SS:

The foregoing instrument was acknowledge before me, this 27th day of July, 1989, by R.W. Browning, as President of The Original Sportsman's Lodge, Inc., and President of Browning & Associates, Inc., all of the general partners of Sportsman's "L", a Florida General Partnership, on behalf of the partnership.

[Signature]  
Notary Public  
State of Florida at Large  
My Commission expires:

BK0548 PGI 282

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 of Condominium of The Original Sportsman's Lodge I, a  
Condominium, set forth herein.

Witnesses:

Ann Stearns  
Pamela K. Brooks

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

STATE OF FLORIDA )  
COUNTY OF Broward ) SS:

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

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

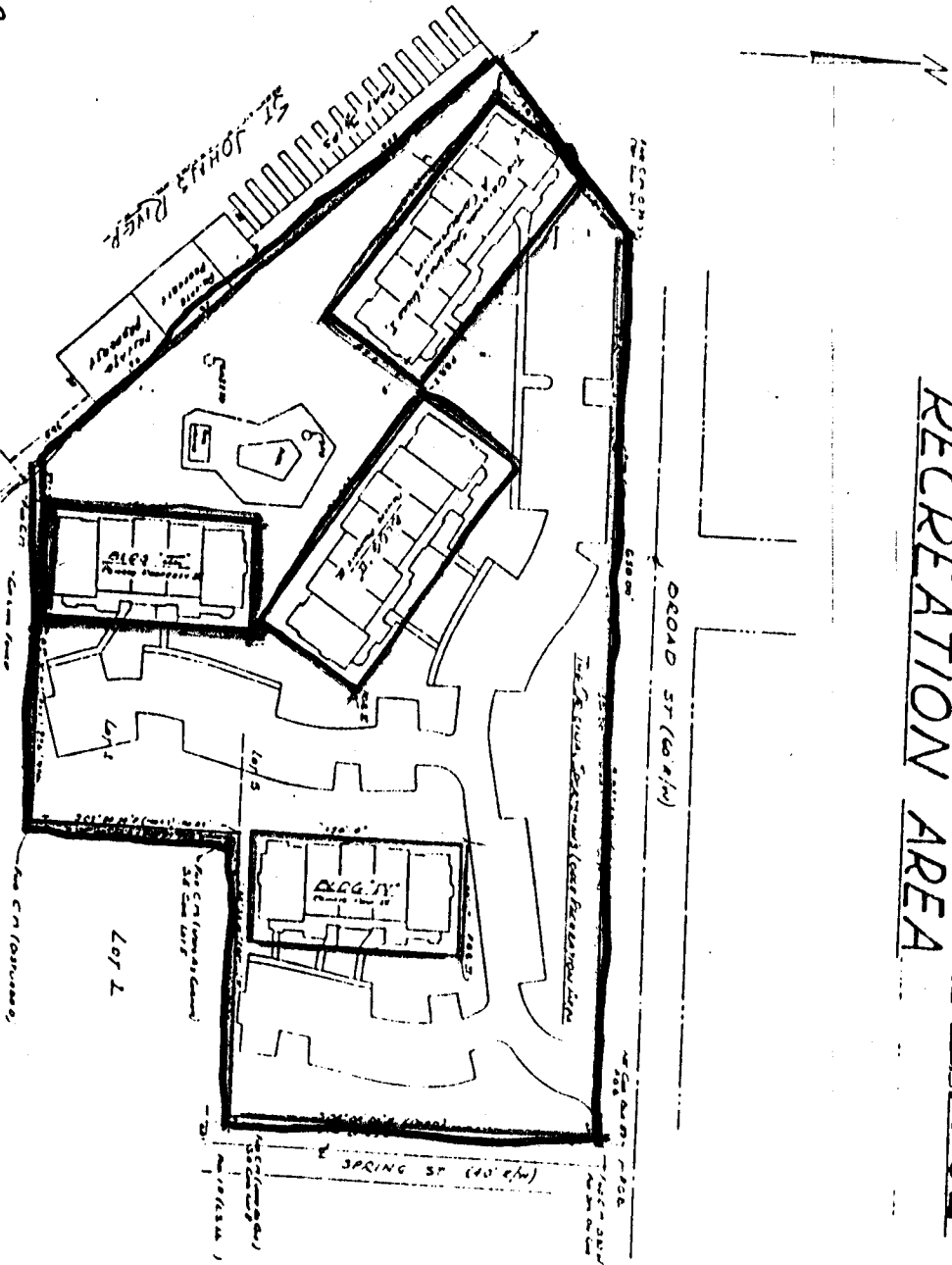
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 11, 1992  
BONDED THRU GENERAL INS. UND.



OK0548 PG1283

OFFICIAL RECORDS

# THE ORIGINAL SPORTSMAN'S LODGE RECREATION AREA



*Handwritten:* 5000 & VANDER

NOTARY PUBLIC STATE OF  
M. COMMISSION EXPIRES MAR. 19, 1950  
5000 & VANDER

MILL ST (60 ft)

*[Faint, mostly illegible text at the bottom of the page, possibly a list of names or a detailed description.]*

SUBJECT: LOT 1	
OFFICIAL RECORDS	
RECORD # 1283	
DATE: 1950	
BY: [Signature]	
WITNESSES: [Signatures]	

E-0548 P61284

OFFICIAL RECORDS

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

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS BUILDING I ORIGINAL SPORTSMAN'S LODGE, A CONDOMINIUM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59 RUN SOUTH  $85^{\circ} 50'$  WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 532.00 FEET, THENCE SOUTH  $4^{\circ} 10'$  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  $59^{\circ} 07' 55''$  WEST A DISTANCE OF 192.50 FEET, THENCE (2) RUN SOUTH  $49^{\circ} 19' 43''$  WEST A DISTANCE OF 16.86 FEET, THENCE (3) RUN SOUTH  $30^{\circ} 52' 05''$  WEST A DISTANCE OF 66.50 FEET, THENCE (4) RUN SOUTH  $59^{\circ} 07' 55''$  EAST A DISTANCE OF 197.83 FEET, THENCE NORTH  $30^{\circ} 52' 05''$  EAST A DISTANCE OF 32.50' TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.375 ACRE MORE OR LESS, INCLUDING RIPARIAN RIGHTS TO THE ST. JOHNS RIVER AND LICENSES TO RIPARIAN RIGHTS, IF ANY.

LESS:

A TRACT OF LAND, PART OF BLOCK 59, WELAKA, PUTNAM COUNTY, FLORIDA, KNOWN AS PRIVATE PROPERTY II, BUILDING II, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 59, RUN SOUTH  $85^{\circ} 50'$  WEST ALONG THE NORTHERLY LINE OF BLOCK 59 A DISTANCE OF 311.75 FEET, THENCE SOUTH  $4^{\circ} 10'$  EAST A DISTANCE OF 181.50 FEET TO THE NORTHEAST CORNER OF PRIVATE PROPERTY II, AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION: THENCE (1) RUN NORTH  $60^{\circ} 32' 50''$  WEST A DISTANCE OF 199.83 FEET, THENCE (2) RUN SOUTH  $29^{\circ} 27' 10''$  WEST A DISTANCE OF 83.50 FEET, THENCE (3) RUN SOUTH  $60^{\circ} 32' 50''$  EAST A DISTANCE OF 199.83 FEET, THENCE (4) RUN NORTH  $29^{\circ} 27' 10''$  EAST A DISTANCE OF 83.50 FEET TO THE POINT-OF-BEGINNING AND TO CLOSE, CONTAINING 0.303 ACRE MORE OR LESS.

EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS & EASEMENTS

The Original Sportsman's Lodge  
Recreation Area

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.

BK0548 PG1317  
 OFFICIAL RECORDS

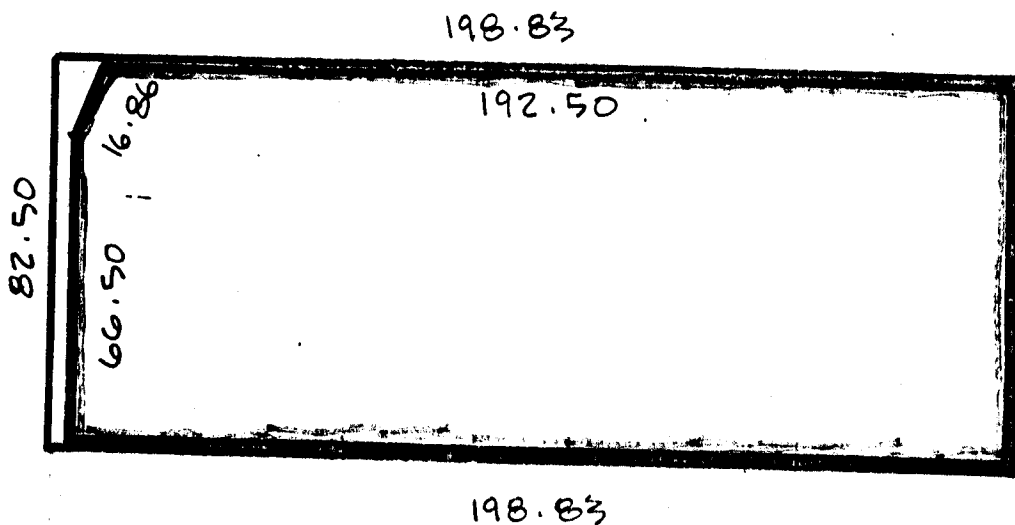


EXHIBIT A to  
 Declaration of  
 Condominium

## OFFICIAL RECORDS

## LESS:

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

## LESS:

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



UK0540 Pg 1286

OFFICIAL RECORDS

DESCRIPTION: PRIVATE PROPERTY I (BUILDING I)

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



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RECORDS OF PUTNAM COUNTY, FL

128416

1989 AUG -4 PM 2: 16

*E. P. L. L.*

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RECORDS OF PUTNAM COUNTY, FL

1989 AUG -4 PM 2: 16

*E. P. L. L.*

EXHIBIT B

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS & EASEMENTS

The Original Sportsman's Lodge  
Recreation Area

