

**IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT,
IN AND FOR OKEECHOBEE COUNTY, STATE OF FLORIDA**

MICHAEL K. DIXON,
PAUL J. HOULIHAN, III,
A. HOPKINS KENNEMER, JR., and
GEORGE T. WARD, as members of
Indian Hammock Hunt and Riding Club, Inc.,

CASE NO.: 472026CC000010A

Plaintiffs,

v.

INDIAN HAMMOCK HUNT
AND RIDING CLUB, INC.,
a Florida not for profit corporation,

Defendant.

ORDER ON PLAINTIFFS' MOTION FOR TEMPORARY INJUNCTION

This cause came before the Court at an evidentiary hearing held on March 2, 2026, upon Plaintiffs' Motion for Temporary Injunction, seeking to enjoin Defendant from enforcing amendments to the Hunting Program Standard Operating Procedures ("SOP") adopted in 2025 and 2026, and to compel reinstatement of the Indian Hammock Hunt SOP as adopted in August, 2024 pending the outcome of this case or further order of the Court.

The parties by way of written Stipulation have waived the Court's offer of recusal which has been made part of the Court's Docket.

FINDINGS OF FACT

1. Defendant, Indian Hammock Hunt and Riding Club, Inc. (the "Association"), is a Florida not-for-profit corporation operating a homeowner's association, "[t]he purpose for which the Club is 'organized' is to manage, operate and maintain an exclusive private hunting and recreational facility comprised of real property located in Okeechobee County, Florida..." under Chapter 720, Florida Statutes. See Article II of the *Articles of Incorporation of Indian Hammock Hunt and Riding Club, Inc.* Its governing documents—the First Amended and Restated Declaration of Restrictions ("Declaration"), Bylaws, and Articles of Incorporation—vest the Board of Directors (the "Board") with exclusive authority to manage facilities and adopt reasonable rules.

2. The Declaration, Article III, Section 3, authorizes the Association to "promulgate from time to time such reasonable rules and regulations governing the use and enjoyment of the Common Area and the Residential Lots as it deems necessary or desirable, including rules and

regulations which may limit or temporarily prohibit the use of certain facilities and/or property (the 'Rules')."

3. The Defendant, Indian Hammock Hunt and Riding Club, Inc. was created in the mid-1970's and has offered to its members and guests a variety of outdoor recreational activities including, but not limited to, game bird hunting. Indian Hammock Hunt and Riding Club, Inc. is a licensed hunting preserve under the laws of the State of Florida.

4. This action alleges Defendant's amendments to the Indian Hammock Hunt Standard Operating Procedures (SOP) violate Fla. Stat. §720.304(1), are unreasonable and improperly adopted. A witness stated that throughout Defendant's history since 1974, Defendant has permitted Indian Hammock Member Hunters and invited guests to hunt released birds, and Defendant has been a licensed hunting preserve under the State of Florida.

5. Over the years, Defendant has created and enacted standard operative procedures (SOP's) that create rules and regulations governing the use and enjoyment of the facilities and/or property.

6. In March, 2025, the Indian Hammock Hunt SOP prohibited all invited guests from accompanying Indian Hammock Member Hunters on a released bird hunt, required that an insured guide be present, including while catching and releasing the birds, eliminating quail hunting in two of the only three quail hunting fields, thereby leaving only a single quail field, prohibited the release of chukar and prohibited the release of pheasant resulting in a scheduled pheasant hunt not to occur, even though such is permitted to be released by the Florida Wildlife Commission in a licensed game preserve.

7. In October 2025, Defendant adopted additional amendments to the Indian Hammock Hunt SOP that allowed a nominal number of invited guests, specifically, only two guests per year and only one per day. Defendant tendered the Treasurer of Indian Hammock's Board of Directors, a witness who testified that the reason for prohibiting quail hunting in Hunt Area was unsafe, however, admitted that Hunt Area was open for hunting whitetail deer and turkeys using a shotgun, which is the same firearm that would be used in quail hunting in the same area. The Court notes that buckshot uses fewer, large lead pellets intended for big game (deer) offering high penetration. Birdshot uses dozens of tiny, lightweight pellets for small game and bird hunting.

8. As a result of the SOP of March 2025 and October 2025, the Defendant has effectively eliminated game bird hunting while allowing similar activities to be enjoyed on the property.

9. The ultimate issue in this litigation is the recent SOP's and the rules and regulations resulting from these SOP's violated Fla. Stat. §720.304.

10. In order for the Court to grant a Temporary Injunction, the Court is required to determine: (1) irreparable harm will result if the temporary injunction is not entered, (2) an adequate remedy at law is unavailable, (3) there is a substantial likelihood of success on the merits,

and (4) entry of the temporary injunction will serve the public interest, *Bautista REO U.S., LLC v. ARR Invs., Inc.*, 229 So.3d 362 (Fla. App. 2017)

11. This Court also reviewed and will apply the procedure set forth in *Williams v. Cook, derivatively on Behalf of Advanced Orthopedics, P.A.*, (5th DCA March 2025).

12. The Court has found Plaintiff has proven the requirements to be granted for granting the temporary injunction. Pursuant to *Williams*, the Trial Court is required to make clear and factual findings in the Order granting the temporary injunction to support the four elements.

13. Addressing the irreparable harm, Plaintiff seeks to revert back to the SOP of August 18, 2024. The result of the most recent SOPs essentially prohibited the plaintiffs' rights to enjoy bird hunting which has existed for nearly 50 years. As a result, Plaintiffs have lost valuable property rights to enjoy such activities.

14. Plaintiffs have also successfully demonstrated a substantial likelihood of success on the merits. The Court finds a violation of Section 720.304(1), Florida Statutes, which states: "All common areas and recreational facilities serving any homeowners' association shall be available to parcel owners in the homeowners' association served thereby and their invited guests for the use intended for such common areas and recreational facilities" Defendant's prohibition of invited guests on bird hunts in its March 2025 Hunt SOP and amendment in October 2025 to the Hunt severely limiting the number of invited guests, two per year and only one per day, is unreasonable and violates 720.304(1).

15. Plaintiffs have successfully demonstrated that when all of the amendments made to the Hunt SOP in 2025 are taken as a whole, the amendments are unreasonable and collectively constitute a breach of the Defendant's Articles of Incorporation reciting that the existence of Defendant is as "an exclusive private (released bird) hunting and recreational facility"

16. Plaintiffs lack an adequate remedy at law and will suffer irreparable harm if an injunction is not issued because the 2025 amendments made to the Indian Hammock Hunt SOP unlawfully prevent Plaintiffs from enjoying hunts with their invited guests. No amount of monetary damages will enable Plaintiffs to recreate lost opportunities to spend time afield with friends and other invited guests. Memories made in the field are invaluable.

17. Plaintiffs' denial of their property as members and under the governing documents as "an exclusive private (released bird) hunting and recreational facility . . ." far outweighs the minimal potential harm to Defendants for complying with Florida law and allowing Plaintiffs to bird hunt as Indian Hammock members have been doing so for the entirety of Defendant's existence for more than 50 years.

18. That the injunction would serve the public interest. Defendant has violated Florida law in its amendments to the 2025 amendments to the Indian Hammock Hunt SOP. The public interest is fundamentally served by the consistent and uniform enforcement of Florida statutes. When statutory provisions are disregarded or selectively applied, it undermines the rule of law and creates uncertainty for all citizens who rely on statutory protections. Florida's homeowners'

association statutes, including Chapter 720 of the Florida Statutes (Florida Homeowners' Association Act), were enacted to provide clear guidelines for community governance and to protect the rights of property owners within planned developments. Allowing violations of these statutory requirements to proceed unchecked would: erode public confidence in the legal framework governing residential communities, create precedent for future disregard of statutory mandates, undermine the legislative intent to provide uniform standards for homeowners' association governance, and deprive property owners of the protections specifically enacted by the Florida Legislature. The public interest is further served by protecting property rights established in the governing documents of homeowners' associations and through fiduciary duty enforcement which upholds homeowners' association governing documents and protects community governance.

19. Pursuant to Florida Rule of Civil Procedure 1.610(b), requires a bond for temporary injunctive relief. Generally, temporary injunction requires the posting of a bond, and the bond must be set after both parties have had an opportunity to present evidence regarding the appropriate amount. *Ralicki v. 998 SW 144 Court RD LLC 998*, 254 So.3d 1155 (Fla. App. 2018)

20. The temporary injunction sought herein mainly seeking to allow the continuation of quail hunting pursuant to a prior SOP. The Court notes that Florida quail season for a licensed hunting preserve such as Indian Hammock Hunt and Riding Club, Inc. will end April 20, 2026 pursuant to Florida Administrative Code 68A 12.010(8)(d).

WHEREFORE, it is ORDERED and ADJUDGED that:

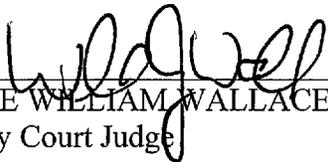
1. Plaintiff's Motion for Temporary Injunction is GRANTED for the findings stated herein.

2. The Court enjoins Indian Hammock Hunt and Riding Club, Inc. SOP's approved by the Board on March 23, 2025 and October 26, 2025. The Court orders the parties to proceed pursuant to the SOP approved August 18, 2024 and provide all facilities required to fulfill the findings herein.

3. The Defendant is further enjoined from revoking, amended or suspending any of the provisions as set forth in the SOP of August 18, 2024 until further order of this Court. However, the mater shall proceed on the Streamline Track, and the parties are ordered to submit a Case Management Plan and Order within 10 days of the date of thus Order. If the parties are unable to agree to a Case Management Plan and Order, notice shall be provided to the Court with a hearing being set immediately.

4. Plaintiff shall post a bond pursuant to Florida Rules of Civil Procedure 1.610(b) in the amount of \$10,000.00. If either the Plaintiff or Defendant contend the bond amount set herein is excessive or insufficient, upon proper motion and notice, may request an evidentiary hearing regarding same.

DONE AND ORDERED in Chambers at Okeechobee County, Florida, this 17 day of March, 2026.



JUDGE WILLIAM WALLACE
County Court Judge

Copies furnished to:

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