

DECLARATIONS OF COVENANTS, RESTRICTIONS AND PROVISIONS

THIS DECLARATION made this 20th day of January, 1989, by W. E. Haast II and Nancile J. Haast, his wife, with their principal place of business at Post Office Box 196, Grandin, Florida 32638. (hereinafter sometimes referred to as the "Owner"):

WITNESSETH:

WHEREAS, W. E. Haast II and Nancile J. Haast, his wife are the record owners in fee simple absolute of certain real property located in Putnam County, Florida, and more particularly described as follows:

The North One Half (N 1/2) of the Southeast One Quarter (SE 1/4) of Section 29, Township 8 South, Range 24 East, Putnam County, Florida; also that part of the Northeast One Quarter (NE 1/4) of the Southwest One Quarter (SW 1/4) of said section lying East of State Road 315.

WHEREAS this Declaration is made, filed and recorded by the Owner so that the real property described above is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions and conditions hereinafter set forth:

That said property shall not be used for commercial swine or poultry operations; that no offensive use shall be made of the property; that no trash, debris, junk motor vehicles or appliances shall be stored or kept on the property. No hunting or trapping on said property. No gasoline/diesel powered boats watercrafts shall be permitted to be used on any ponds, lakes or waterways located upon said property. These restrictions are covenants which shall run with the land and shall endure to the benefit of and enforceable by the grantor, his heirs or assigns.

IN WITNESS WHEREOF, the Owners have hereunto set their hand and seal the day and year first above written.

*John F. Sproull*  
*John F. Sproull*

*W. E. Haast II*  
*Nancile J. Haast*  
W. E. Haast II  
Nancile J. Haast

STATE OF FLORIDA  
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, W. E. Haast II and Nancile J. Haast, and known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid, this 20th day of January, 1989.



*[Signature]*  
NOTARY PUBLIC

My commission expires:

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

This Instrument Prepared By:  
John F. Sproull  
Attorney at Law  
314 St. Johns Avenue  
Palatka, Florida 32077

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## OFFICIAL RECORDS

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

This Declaration is made this 19th day of December, 1988, by the undersigned owners of the real property described as follows:

The North One Half (N 1/2) of the Southeast One Quarter (SE 1/4) of Section 29, Township 8 South, Range 24 East, Putnam County, Florida; also that part of the Northeast One Quarter (NE 1/4) of the Southwest One Quarter (SW 1/4) of said section lying East of State Road 315.

LESS AND EXCEPTING Parcels R, S, and T, as shown on attached Exhibit "C".

ARTICLE I  
DEFINITIONS

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

a. ASSOCIATION: Association shall mean and refer to QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, the Articles of Incorporation and By-Laws of which are attached hereto as Exhibit "A" and "B".

b. BOARD: The Board shall mean and refer to the Board of Directors for QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION, INC.

c. DEVELOPER: Developer shall mean and refer to QUAD T RANCH CORPORATION, its successors and assigns.

d. PROPERTIES: Properties shall mean and refer to the real property described and illustrated on attached Exhibit "C", together with any real property subsequently brought under this Declaration.

e. LOT OR PARCEL: An individual lot or parcel shall consist of the lands described in the original deed or conveyance from the Developer to a third party. The lands described in this first deed or conveyance shall be the individual lot or parcel as referred to in this Declaration with the exception that other individual lots or parcels may be created when the third party or his successors or assigns gives a deed or deeds or a conveyance or conveyances of portions of the original lot or parcel. Each portion shall then be considered an additional individual lot or parcel.

Also Developer may bring lands other than those described above under this Declaration and if said other lands are brought under this Declaration the additional individual lots or parcels may be created by deeds to third parties and then from third parties, their successors and assigns as aforesaid.

f. OWNER-MEMBER: Owner or member shall mean and refer to the record fee simple title holder or contract vendee, whether one or more persons or entities, of an individual lot or parcel.

g. DECLARATION: Declaration shall mean this Declaration of Restrictions and Maintenance Covenants, including such amendments as may from time to time be made hereto.

h. IMPROVEMENTS: Improvements shall be deemed to consist of such roads and other physical construction such as culverts and ditches as shall exist on the easements or roadways as of the date of filing of this Declaration and such other physical constructions as may thereafter be placed on the easements or roadways by the Association.

i. EXCEPTED LOTS: "Excepted Lots" shall refer to Lots G, H, I & J, as shown on attached Exhibit "C". Said Excepted Lots shall be given subject to these covenants, restrictions and easements but shall not be subject to assessment nor shall the owners of these Lots be members of QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION, INC.

This Instrument Prepared  
Under The Supervision Of:  
PAUL D. NEWELL  
Attorney At Law  
P. O. Box 1369

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ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION OFFICIAL RECORDS

Those certain lands which are more particularly described above lying and being in Putnam County, Florida, together with such other lands as may be brought under this Declaration by the developer pursuant hereto or the Articles of Incorporation.

ARTICLE III  
ROADWAYS

Section 1. The Association shall receive fee simple title or nonexclusive easements for ingress, egress and public utilities over and across certain lands which shall be utilized for ingress and egress from publicly maintained roads to the various lots and parcels.

Section 2. The easements or roadways shall not be obstructed, littered, defaced or misused in any manner.

Section 3. The Developers for themselves, their heirs, representatives, successors, grantees and assigns specifically reserve and retain an express easement over all of the easements and roadways for ingress, egress and public utilities.

Section 4. The lands upon which the easements and roadways shall be are described and illustrated on attached Exhibit "C" which is made a part hereof by reference. As more lands are brought under this Declaration, other easements may be granted to the Association.

Section 5. The easements and roadways shall be maintained by the Association to provide practical access from the publicly maintained roads to the lots and parcels.

Section 6. The undersigned owners hereby acknowledge via execution of this instrument that Putnam County will in no way be bound to build, improve, or maintain the easements and roadways hereinabove referenced.

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Each owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The owner of each lot shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one person, one of the said owners shall be designated to exercise all of the rights of membership on behalf of the owners of said lot.

Section 3. In the event the record owner of any lot is a corporation or other entity, such entity shall designate one of its officers or representatives as agent to exercise all of the rights of membership on behalf of the owner of said lot.

Section 4. Each lot shall be entitled to one vote at every duly called meeting of the members of the Association, including one vote in electing directors to serve on the Board of Directors of the Association.

Section 5. Notwithstanding any of the provisions hereinabove, or provisions of the Charter, By-laws or other rules or regulations of the Association, the Developer shall be entitled to have absolute and complete voting control with respect to the Association until one (1) year from the date of the sale of the first lot, at which time the provisions set forth above shall take effect. Until one (1) year from the date of sale of the first lot, the Developer shall be entitled to elect all directors and officers of the Association.

OFFICIAL RECORDS

Section 6. One (1) year after the date of the sale of the first lot, the owners of all lots shall be entitled to elect a new position at that time unless re-elected in accordance with the terms hereof, and control of the Board of Directors and the Association shall vest in the majority of Directors duly elected in accordance with the terms hereof.

ARTICLE V  
COVENANTS AND MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligations for the assessments: Developers, for all of the real property herein described, hereby covenants, and each owner of any lot or parcel (by acceptance of a deed or contract for deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association:

- a. Any annual assessments or charges;
- b. Any special assessment in addition to the annual assessment for capital improvements or major repair, which special assessment requires a 2/3 vote of the whole membership at a meeting called for that purpose.

All such assessments, together with interest thereon from due date at the highest legal rate of interest thereon and costs of collection thereof, including attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the easements and roadways.

Section 2. Purpose of the assessments: The assessments levied by the Association shall be used exclusively for the repair, improvement and maintenance of the easements and roadways to provide practical access from publicly maintained roads to the individual lots and parcels including but not limited to costs of any real property taxes on the easement and roadway areas, insurance, labor, equipment, materials, management, and maintenance and supervision thereof.

Section 3. Annual assessments: The Board of Directors of the Association may make annual assessments after the year 1989. For the year 1989, the annual assessment may be no larger than \$100 per lot or parcel unless approved by a two thirds majority vote of the members of the Association. For years after 1989, the annual assessment may not exceed the previous year's annual assessment by more than 10% without the approval of a two thirds majority vote of the members of the Association.

Section 4. Date of commencement of annual assessments - due dates: The Annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors to be the date of commencement and the due date shall be fixed in the resolution of the Board of Directors authorizing such assessment.

Section 5. Procedure for assessment: The Board of Directors shall follow the following procedure in setting any annual assessment:

- a. The Board of Directors at a duly called meeting, by a majority vote, shall at least once a year establish a budget for maintaining the roadways and easements and submit this budget to the membership of the Association within thirty days of its adoption by the Board of Directors. The budget shall set out in simple terms the work proposed by the Board of Directors and the funds needed for the work and the assessment for each lot or parcel to raise the needed funds. The submission to the membership shall be United States mail, postage prepaid, at the last known address shown for each owner.

- b. Once the budget is submitted to the membership, it will be

deemed to have been approved by the membership unless within thirty days of its submittal, members of the corporation holding at least one third of the voting rights in the corporation shall object to the budget in writing to the address listed in the budget submittal.

c. Should the budget be objected to by one third of the members as above, the Board of Directors shall call a meeting of the membership giving at least twenty days notice in writing of the meeting, and the membership, at the meeting, shall approve a budget and assessment by a majority vote as long as there is a quorum of the membership present in person or proxy at the meeting.

d. The quorum required for a meeting of the membership of the corporation shall be at least twenty five per cent (25%) of the membership either in person or by proxy.

e. If the budget is not objected to within the thirty day period by the requisite number of members, then the Board of Directors shall send out notices of assessment to the owners requiring payment of each owner within thirty days of the notice of the assessment.

f. The total funds needed for the budget shall be divided by the total number of individual lots or parcels which are then members of the Association and the assessment for each lot or parcel shall be the same as any other lot or parcel regardless of the size of the various lots or parcels.

g. Each assessment against any lot or parcel shall stand as a lien against that lot or parcel until paid. Should an assessment not be paid within the time period required, the assessment shall accrue interest at the highest rate allowed by law until paid.

h. If the assessments are not paid on the date when due, any such assessment shall then become delinquent and shall, together with interest thereon and costs of collections thereof, including a reasonable attorneys' fee thereon, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owners, his heirs, devisees, personal representatives and assigns.

i. If the assessment is not paid within thirty days after the delinquency date, the Association may bring an action to foreclose the lien against the nonpaying lot or parcels, in like manner as foreclosure of a mortgage on real property, and there shall include interest on the assessment as above provided, a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

j. The lien of assessments provided for herein shall be subordinate to the lien of any bonafide first or second mortgage now or hereinafter placed upon the lot or parcel subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to the sale or transfer of such lot or parcel pursuant to a decree of foreclosure, or shall relieve any liable lot or parcel from liability from any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 6. EXEMPT PROPERTY. Any lot or parcel owned by the developers or reacquired by the developers by foreclosure or any other proceeding in lieu of foreclosure, shall not be subject to assessments or the charges or lien created herein, unless voluntarily submitted by the developers for assessment purposes. The developers shall have no votes in the association for such lots or parcels which are exempt from assessment.

Section 7. The Board of Directors shall expend any assessment funds according to the budget for which the funds were collected unless an emergency arises requiring immediate maintenance or repairs to the roadways. The Board of Directors can in the budget provide for a reasonable emergency fund which may accumulate over the years if the Board of Directors so desires.

ARTICLE VI  
DEVELOPERS' RIGHT TO ADD ADDITIONAL LANDS HEREUNDER

OFFICIAL RECORDS

Developers hereby reserve the right to include other lands under the declaration by executing and recording among the public records of Putnam County, Florida, an amendment to this declaration stating such other lands which will be subject to this declaration and such other easements and roadways which may be conveyed to the Association for maintenance. At the time of recording the amendment such other lands shall be subject to assessment when individual lots or parcels are created and then shall also have voting right on a per lot or per parcel basis except that no assessment may be made against these lands until January 1, of the year following the date of the recording of the amendment. It is understood that such of these added lands which are owned by the developer shall be exempt from assessment as aforesaid.

ARTICLE VII  
LAND USE

The use of the lands included under this declaration are presently governed by Covenants and Restrictions recorded in Official Records Book 538, page 127 of the public records of Putnam County, Florida.

There are, by this declaration, additionally added as restrictions to the land or lands covered by this declaration together with lands to be added in the future certain restrictions governing the use of these lands as follows:

- a. No shacks, barns or other outbuildings shall be used as a residence either temporarily or permanently nor shall any structure of a temporary character be used as a residence. No dwelling shall be occupied as a residence unless substantially completed and until the appropriate Certificate of Occupancy is granted by the Putnam County, Florida officials where appropriate.
- b. No noxious or offensive trade or activity shall be carried on upon any lot or parcel or part hereof, nor shall anything be done upon any lot or parcel which may be or become nuisance to the other owners of lots or parcels of land covered by this declaration or to be added hereunder.
- c. All mobile homes to be set up on any lot or parcel of the lands covered by this declaration hereunder, shall have a minimum square footage of 700 square feet; and all homes of conventional construction shall have a minimum square footage of 900 square feet of enclosed area, exclusive of porches and carports.
- d. All mobile homes to be set up on the lots or parcels hereunder shall be properly installed according to the building regulations of any governmental agency having authority.
- e. All lots or parcels shall be kept and maintained free from accumulation of junk, junk cars or trash of any kind whatsoever.
- f. No lot, parcel, easement or roadway may be conveyed for or used for providing access, ingress or egress to lands outside of the lands covered by this declaration unless and except approved in writing by the developers.
- g. All improvements commenced upon any lot or parcel shall be completed within a reasonable time of the commencement of said improvements, a reasonable time shall not exceed one year from date of commencement. All improvements, once completed, must be kept in a good state of repair.
- h. No lots or parcels herein shall be used in such a way as to violate the zoning regulations, ordinances and other requirements of Putnam County, Florida or any other applicable governmental agency.

ARTICLE VIII  
GENERAL PROVISIONS

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Section 1. Duration. The covenants and restrictions of this declaration shall run with and bind the land and shall insure to the benefit of the developer, Association, or owners of lands hereunder or lands to be added hereunder their successors and assigns for a period commencing on the date of the execution of this declaration and running to 2000, and said covenants and restrictions shall be automatically extended for successive ten year periods unless modified, changed or terminated by a vote of a least two thirds of the members of the Association then eligible to vote; except that no amendment or change may be made assessing exempt lands, and this declaration of restrictions and covenants shall run with the lands and be binding upon all person claiming title by, through, under the original or subsequent owners of the various lots or parcels of land.

Section 2. Enforcement. In the event of violation or attempted violation of any one or more of the restrictions and covenants, the Association, acting through its Board of Directors; the owner or owners of any lot or parcels acting either individually or collectively; or the developers, shall have the right through action at law to enjoin such actual or threatened violation and to seek and recover damages therefor including reasonable attorney's fees and court costs.

Section 3. Severability. Failure to enforce any violation of these restrictions and covenants in one or more instances shall not in any manner be construed as a waiver of such provisions as to any other violations. In the event any portion of these restrictions and covenants shall be declared by competent legal proceeding to be invalid, the invalidation of such provisions shall not in any manner constitute an invalidations of any other provision.

Section 4. Effective date. This declaration shall become effective upon its execution by the developers and its recordation in the Public Records of Putnam County, Florida.

IN WITNESS WHEREOF, we have hereunto executed this instrument on the day and year first above written

Walter L. Haast  
Walter L. Haast

Marcia L. Haast  
Marcia L. Haast

Sandy Chymus  
Linda L. P. Jones

W. E. HAAST II, individually

NANCILE J. HAAST

W. E. HAAST III

Miss N. J. Haast  
Miss N. J. HAAST

STATE OF FLORIDA  
COUNTY OF CLAY

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OFFICIAL RECORDS

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared W. E. HAAST II, individually and NANCILE J. HAAST, his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of December, A.D., 1989.

Marcia L. Hall  
Notary Public  
State of Florida  
My commission expires: 9-30-93

STATE OF FLORIDA  
COUNTY OF CLAY

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared W. E. HAAST III, to me known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of December, A.D., 1989.

Marcia L. Hall  
Notary Public  
State of Florida  
My commission expires: 9-30-93

STATE OF FLORIDA  
COUNTY OF PUTNAM

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Miss N. J. HAAST, to me known to be the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of December, A.D., 1989.

Shirley F. P. [Signature]  
Notary Public  
State of Florida  
My commission expires: [Signature]  
Notary Public, State of Florida  
My Commission Expires July 31, 1990

EXHIBIT "A"

ARTICLES OF INCORPORATION

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OF

QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION, INC.  
(A Corporation Not-For-Profit)

OFFICIAL RECORDS

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Florida and of legal age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, and do hereby certify:

ARTICLE I  
NAME

The name of the corporation is QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II  
PRINCIPAL OFFICE AND REGISTERED AGENT

The principal office of the Association shall be 202 Lawrence Boulevard, Keystone Heights, Florida and the name of its registered agent at said address shall be PAUL D. NEWELL.

ARTICLE III  
DURATION

This Association shall exist perpetually.

ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the administration and preservation of the residential lots and the care, control and maintenance of all private roads, easements, common areas and recreations facilities within those lands now described in, and in the future added to those lands described in the Declaration of Covenants, Restrictions and Easements, dated December 19, 1989 and recorded in O.R. Book \_\_\_\_\_, page \_\_\_\_\_ et seq., of the public records of Putnam County, Florida; and in so doing;

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that

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certain Declaration of Covenants, Restrictions and Easements, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the official records of Putnam County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1. Each owner of a lot which is subject to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The owner of each lot subject to assessment shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one person, one of the said lot owners shall be designated to exercise all the rights of membership on behalf of the owners of said lot.

Section 3. In the event the record owner of any lot is a corporation or other entity, such entity shall designate one of its officers or representatives as agent to exercise all of the rights of membership on behalf of the owner of said lot.

Section 4. Each lot subject to assessment shall be entitled to one vote at every duly called meeting of the members of the Association, including one vote in electing directors to serve on the

Board of Directors of the Association.

Section 5. Notwithstanding any of the provisions hereinabove, or provisions of the Declaration, by-laws or other rules or regulations of the Association, the Developer of the property described in Article IV hereinabove shall be entitled to have absolute and complete voting control with respect to the Association until one (1) year from the date of the sale of the first lot, at which time the provisions set forth above shall take effect. Until one (1) year from the date of the sale of the first lot, the Developer shall be entitled to elect all directors and officers of the Association.

Section 6. One (1) year after the date of the sale of the first lot, the owners of all lots shall be entitled to elect a new Board of Directors, and all then serving directors shall resign their positions at that time unless re-elected in accordance with the terms hereof, and control of the Board of Directors and the Association shall vest in the majority duly elected in accordance with the terms hereof.

ARTICLE VI  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) directors, who need not be members of this Association. The number of directors may be changed by amendment of the By-laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
W. E. Haast II	117 Torque Lane Grandin, Florida 32138
Nancile J. Haast	117 Torque Lane Grandin, Florida 32138
W. E. Haast III	115 Torque Lane Grandin, Florida 32138

At the first annual meeting the members shall elect two (2) directors for a term of one year and one director for a term of two years, and at each annual meeting thereafter the members shall elect directors for a term of two years for those whose terms have expired.

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OFFICIAL RECORDS

ARTICLE VII  
OFFICERS

The Board of Directors shall elect the following officers:  
President, Vice-President, Secretary and Treasurer, and such other officers as the by-laws of this Association may authorize the Directors to elect from time to time. Initially, such officers shall be elected at the first annual meeting of the Board of Directors. Until such election is held, the following persons shall serve as officers:

<u>OFFICE</u>	<u>NAME</u>
President	W. E. Haast II
Secretary/Treasurer	Nancile J. Haast
Vice-President	W. E. Haast III

ARTICLE VIII  
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by members holding not less than two-thirds (2/3) of the votes entitled to be cast. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to Court approval on dissolution pursuant to Florida Statutes 617.05.

ARTICLE IX  
AMENDMENT

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE X  
BY-LAWS

The first By-laws of the Association shall be adopted by the Board of Directors and may be amended, altered or rescinded at any regular or special meeting of the members of the Association by a vote of a majority of a quorum of the members present in person or by proxy.

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ARTICLE XI  
REGISTERED OFFICE AND AGENT

The street address of the initial Registered Office, and the name of the initial Registered Agent at such address is Paul D. Howell, 202 Lawrence Boulevard, Keystone Heights, Florida 32656, and by his signature on the Certificate attached hereto, he indicates his acceptance as Registered Agent to act in this capacity pursuant to the laws of this state.

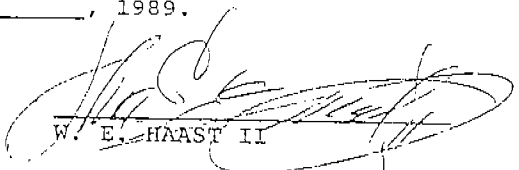
ARTICLE XII  
COMMENCEMENT OF CORPORATE EXISTENCE

This corporation shall commence to exist on the date of filing these Articles of Incorporation with the Secretary of State.

ARTICLE XIII  
INCORPORATORS

The name and address of the incorporator is as follows:  
W. E. Haast II, 117 Torque Lane, Grandin, Florida 32138.

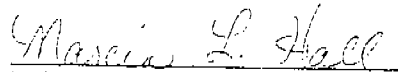
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 19th day of December, 1989.

  
W. E. HAAST II

STATE OF FLORIDA  
COUNTY OF CLAY

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, personally appeared W. E. HAAST II, to me well known to be the person who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 19th day December, 1989.

  
Notary Public  
State of Florida at Large  
My Commission Expires: 9-30-93

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ACCEPTANCE OF REGISTERED AGENT

CITIZEN RECORDS

Having been named as registered agent to accept service of process for QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION, INC., at the place designated in these Articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

12-19-89  
DATE

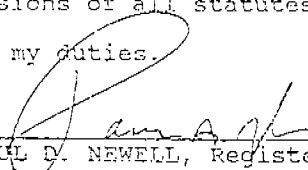
  
PAUL D. NEWELL, Registered Agent

EXHIBIT "B"

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BY-LAWS

OFFICIAL RECORDS

OF

QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 202 Lawrence Boulevard, Keystone Heights, Florida 32656 but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Association's Articles of Incorporation, and such additional lands as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to the lots as defined and described in the Declaration of Covenants, Restrictions and Easements.

Section 4. "Excepted Lots" refer to Lots G, H, I & J as shown on Exhibit "C" attached to the Declaration of Covenants, Restrictions, and Easements. Excepted lots shall not be subject to assessment nor shall the owners of those lots be members of the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to his heirs and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions and Easements applicable to the Properties recorded in the public records of Putnam County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 10:00 A.M.. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meeting of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-half (1/2) of all of the votes entitled to be cast.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members or of proxies holding twenty five per cent (25%) of the votes entitled to be cast, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect One (1) director for a term of one (1) year, One (1) director for a term of two (2) years and One (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect One (1) director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such

annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held at such time and frequency and at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board of Directors shall have power to:

(a) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(b) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by members holding one-fourth (1/4) of the votes entitled to be cast;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of such assessment to each Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(c) foreclose the lien against any property from which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned or maintained by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Easements described in the Declaration to be maintained;

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of the Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY/TREASURER

(c) The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meetings, and deliver a copy of each to the members; and shall perform such other duties as required by the Board.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Article of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose its lien rights against the owner's lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## ARTICLE XII

## CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION, INC. a Corporation not for profit.

## ARTICLE XIII

## AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of the votes entitled to be cast by a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE XIV

## MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION, INC. have hereunto set our hands this 19th day of December, 1989.

W. E. HAAST II

NANCILE J. HAAST

W. E. HAAST III

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the QUAD T RANCH NORTH PROPERTY OWNER'S ASSOCIATION, INC. a corporation not for profit, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 19th day of December, 1989.

NANCILE J. HAAST

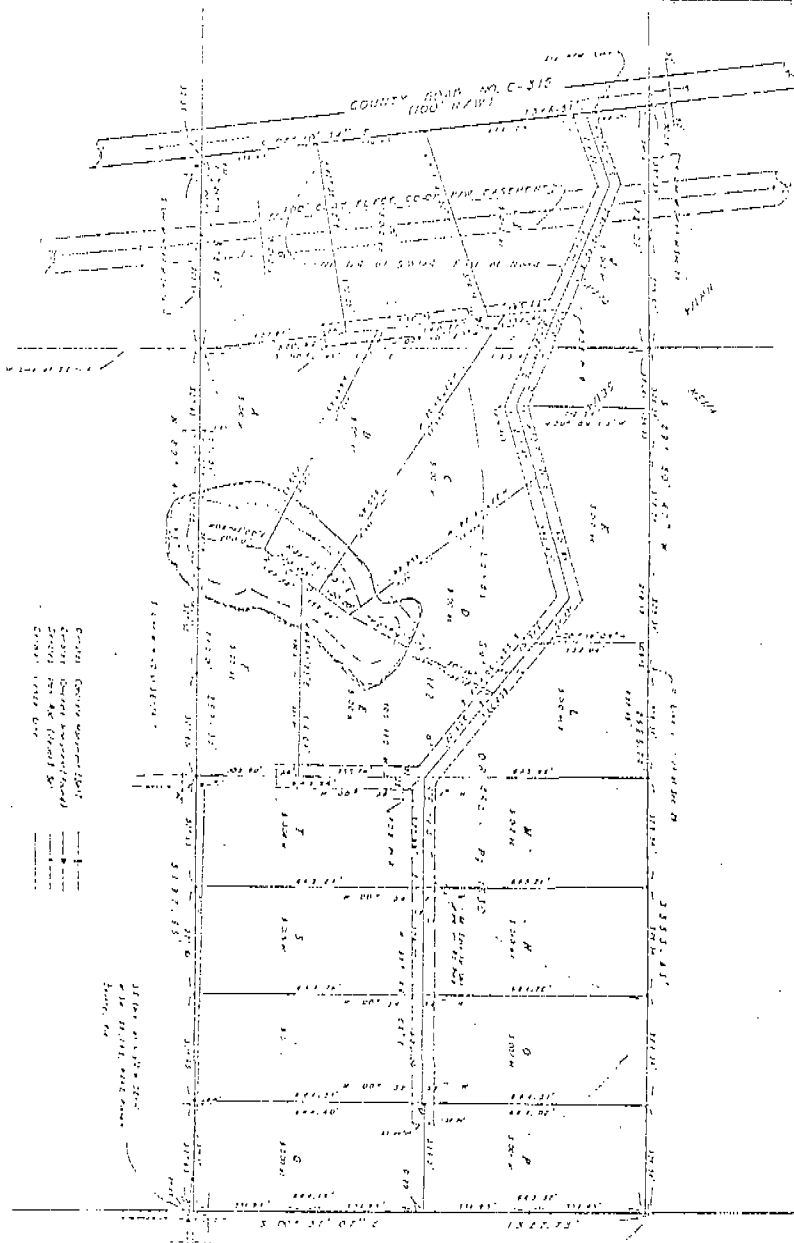
0558 121030

OFFICIAL RECORD

# BOUNDARY SURVEY

40

The North C-2 Half (NW1/4) of the Southeast One Quarter (SE1/4) of Section 29, Township 9 South, Range 24 East, Polk County, Florida; also that part of the Northeast One Quarter (NE1/4) of the Southeast One Quarter (SW1/4) of said section lying East of State Road 310. (Description From: O.R. 455 - Pg. 1630)



The following is a list of the names of the persons who have been appointed to the various committees of the Board of Directors of the Bank of the City of New York, for the year ending December 31, 1893.

[illegible]

ACB

FL 276644 B 692 P 1128  
CO: PUTNAM ST: FL

FIRST SUPPLEMENTAL DECLARATION OF AND AMENDMENT TO DECLARATION  
OF COVENANTS, RESTRICTIONS AND EASEMENTS

WHEREAS, the undersigned did file an instrument titled "Declaration of Covenants, Restrictions and Easements" dated December 19, 1989, at Official Records Book 558, page 1011 et seq. of the public records of Putnam County, Florida, hereinafter referred to as the "DECLARATION", to make, declare and impose upon the lands described therein, certain conditions, restrictions, limitations and easements; and

WHEREAS, pursuant to Article VI of said DECLARATION, the undersigned reserved the right to make additional lands subject to the terms and conditions of said DECLARATION; and

WHEREAS, the undersigned desire to make additional lands subject to the terms and conditions of said DECLARATION;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the certain Declaration of Covenants, Restrictions and Easements dated December 19, 1989 and recorded at Official Records Book 558, page 1011 et seq. of the public records of Putnam County, Florida, is hereby amended as follows:

1. In addition to the property already subject to the terms and conditions of said DECLARATION, the undersigned, do by this instrument, hereby make, declare and impose upon the following lands, for the benefit and protection thereof, all the conditions, restrictions, limitations and easements as set forth in the said original DECLARATION as above described, which shall be and constitute covenants running with the land which shall be binding upon the owners of said lands, their heirs, personal representatives, successors and assigns; all persons deraigning title through said owners or claiming any right, title or interest in said lands; all subsequent purchasers thereof, and their heirs, personal representatives, successors and assigns:

Tracts numbered 1 through 16, inclusive, to be known in the aggregate as QUAD T RANCH SOUTH, as more particularly described and illustrated on composite Exhibit "A" which is attached hereto and by this reference incorporated by reference herein.

2. All assessments collected from the owners of the above described lots shall be used exclusively for the repair, improvement and maintenance of the easements and roadways to provide practical access from publicly maintained roads to the individual lots and parcels including but not limited to costs of any real property taxes on the easement and roadway areas, insurance, labor, equipment, materials, management, and maintenance and supervision thereof of QUAD T RANCH SOUTH, only.

3. Per Putnam County requirements, there shall be a limit of one primary residential unit per lot.

This instrument prepared by  
Quad T Ranch Corp.  
PO Box 204  
Grandville, FL 32138

4. Any further division of said lands shall be done in accordance with the Comprehensive Plan and all other applicable land development regulations.

5. All other terms, conditions and limitations contained in said DECLARATION, except as may be expressly amended hereby, are hereby ratified and confirmed, and are incorporated herein by this reference to the same extent and effect as if said terms and conditions were set forth herein in their entirety.

IN WITNESS WHEREOF, the undersigned have executed this instrument for the purposes set forth therein, on this 28th day of November, 1995.

W. E. Haast  
W. E. HAAST

Nancile J. Haast  
NANCILE J. HAAST

W. E. Haast, III  
W. E. HAAST, III

N. J. Haast  
N. J. HAAST

W. E. Haast  
W. E. HAAST

N. J. Haast  
N. J. HAAST

STATE OF FLORIDA

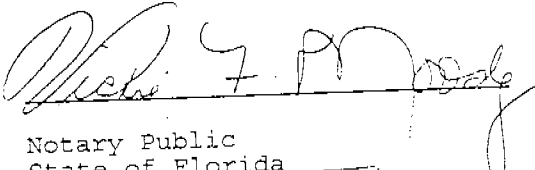
COUNTY OF Putnam

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared W. E. HAAST, II and NANCILE J. HAAST, his wife, who are both personally known to me and also known to be the persons described in and who executed the

FL 276644 B 692 P 1130  
CO:PUTNAM ST:FL

foregoing instrument, and acknowledged before me that they executed the same.

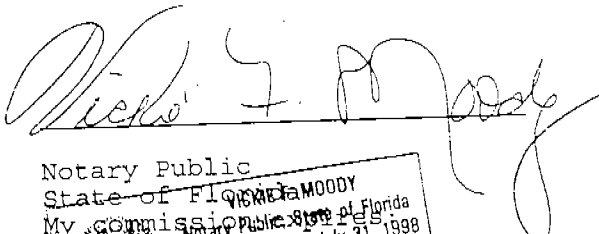
WITNESS my hand and official seal in the County and State last aforesaid this 28th day of November, A.D., 1995.

  
Notary Public  
State of Florida  
My commission expires July 31, 1998  
Comm. No. CC393724

STATE OF FLORIDA  
COUNTY OF Putnam

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared W. E. HAAST, III, who is well known to me and also known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of November, A.D., 1995.

  
Notary Public  
State of Florida  
My commission expires July 31, 1998  
Comm. No. CC393724

STATE OF FLORIDA  
COUNTY OF Putnam

FL 276644 B 692 P 1131  
CO: PUTNAM ST: FL

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared N. J. HAAST, who is well known to me and also known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of November, A.D., 1995.

*Pickie F. Moody*

Notary Public  
State of Florida  
My commission expires:

Commission **PICKIE F. MOODY**  
Notary Public, State of Florida  
My comm. expires July 31, 1998  
Comm. No. CC383724

