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REC 443,50 DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION is made and entered into as of this <u>q+b</u> day of <u>rebruary</u> 2013, by PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter "Association") and the undersigned Members listed on the Joinder Agreement.

WITNESSETH:

WHEREAS, a sub-division known as Patch O' Blue Air Ranches was created by recording a deed subject to restrictive covenants at Book 1273, Page 1871 in the Official Records of Marion County, Florida; and

WHEREAS, one hundred percent (100%) of the owners of lots at the Association have approved this Declaration of Covenants and Restrictions for Patch O' Blue Air Ranch Homeowners Association, Inc. ("Declaration") and have executed a joinder agreement attached hereto.

NOW, THEREFORE, the Association, as Declarant and pursuant to the Declaration, the Articles of Incorporation and Bylaws, and Chapter 720 of the Florida Statutes, declares that the Lots as defined in Section 1.10 and described in Exhibits 1 through 9 of the attached Joinder Agreement and the Air Strip described in Exhibit A attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Association and their heirs, successors and assigns.

ARTICLE I Definitions

The terms in this Declaration and the exhibits hereto shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below unless the context clearly dictates otherwise.

- 1.1 "Air Strip": The property described as such in this Declaration and all additions thereto and improvements thereof for the use as a civilian airport. The Air Strip is described in the attached Exhibit A.
 - 1.2 "Annual Assessments": Assessments levied in accordance with Article VII.
- 1.3 "Articles of Incorporation" or "Articles": The Articles of Incorporation of Association, as filed with the Secretary of State of the State of Florida and attached hereto as Exhibit "B" to this instrument, as they may be amended or superseded.

STILES & KREUSCHER LLC 3415 COMMERCE COURT APPLETON, WI 54911



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- 1.4 "Assessment": Any and all Assessments levied on all Lots subject to Assessment consisting of Annual Assessments and Special Assessments, if applicable.
- 1.5 "<u>Association</u>": Patch O' Blue Air Ranch Homeowners Association, Inc., a Florida not-for-profit corporation, its successors or assigns.
- 1.6 "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Florida corporate law.
- 1.7 "Bylaws": The By-Laws of the Association attached hereto as Exhibit "C" to this instrument, as they may be amended or superseded..
- 1.8 "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the Bylaws, and the Articles.
- 1.9 "<u>Development</u>" or "<u>Patch O' Blue Development</u>" shall mean the Air Strip described in the attached Exhibit A and all Lots described in Exhibits 1 through 9 of each Joinder Agreement attached hereto.
- 1.10 "Lot" shall mean each parcel or parcels which abut or have access to the Air Strip which is described in the attached Exhibit A and which are identified in the joinder agreements attached hereto. As of the date of this Declaration, there are nine (9) parcels which comprise Lots subject to this Declaration. The parcel identified by parcel ID 04422-001-0 shall be subject to this Declaration but shall not be considered a Lot with rights of membership in the Association.
- 1.11 "Member": Each Owner of a Lot which abuts or has access to the Air Strip shall be a "Member" subject to the limitations contained in <u>Section 3.2</u>, which designates one Member per Lot. The original Members of the Association are listed in Article V of the Articles of Incorporation.
- 1.12 "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Property.
 - 1.13 "Mortgagee": A beneficiary or holder of a Mortgage.
 - 1.14 "Mortgagor": Any Person who gives a Mortgage.
- 1.15 "Official Records": The Office of the Clerk of the Circuit Court of Marion County, Florida.
- 1.16 "Owner": One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a

Lot is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

- 1.17 "Person": A natural person, a corporation, a partnership, a trustee, or any other legal entity.
- 1.18 "Property" Each and every Lot and Commercial Tract, either individually or collectively.
 - 1.19 "Special Assessments": Assessments levied in accordance with Article VIII.

Article II PROPERTY RIGHTS

- 2.1 <u>Air Strip</u>. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Air Strip, subject to:
 - (a) This Declaration and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the Air Strip, including rules limiting the number of guests who may use the Air Strip;
- (d) The right of the Board to suspend the right of an Owner to use the Air Strip (I) for any period during which any charge against such Owner's Property remains delinquent, and (ii) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, the Bylaws, or rules of the Association after notice and a hearing pursuant to the Bylaws;

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Property shall be deemed to have assigned all such rights to the lessee of such Property.

2.2 <u>No Partition</u>. There shall be no judicial partition of the Air Strip. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property which may or may not be subject to this Declaration.

Article III MEMBERSHIP AND VOTING RIGHTS

3.1 <u>Function of Association</u>. The Association shall be the entity responsible for management, maintenance, operation and control of the Air Strip. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Air Strip as the Board or the membership may adopt pursuant to <u>Article X</u>.

The Association shall perform its function in accordance with this Declaration, Bylaws, the Articles and the laws of the State of Florida.

- 3.2 Membership. Every Owner shall be a Member of the Association subject to the limitations for membership described in this Section 3.2. There shall be only one Member per Lot. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. There are nine (9) Members which represents nine (9) Lots subject to the terms of this Declaration. Additional Members may be added representing additional Lots created upon subdivision of any Lots subject to the terms and conditions of this Declaration. Such additional Members may only be added upon a vote of Owners representing two-thirds (2/3) of the total votes of all Members. Such new Members shall be subject to all of the terms and conditions of this Declaration. Any new Member shall execute documentation which is sufficient to ensure compliance with this Declaration and the Bylaws. The parcel identified by parcel ID 04422-001-01, shall be subject to the terms of this Declaration, however, shall not be considered a Lot with rights of membership in the Association unless granted such rights under this Section 3.2.
- 3.3 <u>Voting</u>. The Association shall have one class of membership who shall be all Owners. Each Member shall have one equal vote for each Lot in which they hold the interest required for membership under <u>Section 3.2</u>; provided, there shall be only one vote per Lot. Each Member will have full voting rights on all matters to come before the Association, except as may be limited by Section 720.307 of the Florida Statutes, as may be amended or superseded. In a situation where there is more than one Owner, the vote for such Lot shall be exercised as described in the Bylaws.

Article IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- 4.1 <u>Air Strip</u>. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Air Strip and all improvements thereon.
- 4.2 <u>Personal Property and Real Property for Common Use</u>. The Association, through actions of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property.
- 4.3 <u>Enforcement.</u> The Association may impose sanctions for violations of this Declaration, the Bylaws, or Association rules in accordance with procedures set forth in the Bylaws, including reasonable monetary fines and suspension of the right to vote and to use the Air Strip.
- 4.4 <u>Board Authority</u>. The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws, or reasonable implied from or reasonable necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 <u>Indemnification</u>. The Association shall indemnify every officer, director, and committee member against all damages and expenses, including reasonable attorney's fees, incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability under this Section and Florida law.

Article V MAINTENANCE

- 5.1 Association's Responsibility.
- (a) The Association shall maintain and keep in good repair the Air Strip, which shall include, but need not be limited to:
 - (1) all structures, and improvements, situated upon the Air Strip;
- (2) any contract or agreement for maintenance thereof entered into by the Association;
- (3) mowing of the Air Strip in a manner which allows safe take off and landing for all aircraft which make use of the Air Strip.
- (b) The Association shall maintain the facilities' and equipment within the Air Strip in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs.
- (c) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Air Strip shall be a Common Expense to be allocated among all Members as part of the Assessments.
 - 5.2 Owner's Responsibility.
- (a) Each Owner shall maintain his or her Property and all structures and other improvements comprising the Property in a manner consistent with the safe enjoyment of the Air Strip so that there is not any hazard created which will prevent any Owner from the safe use and enjoyment of the Air Strip. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibilities, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Property and Owner. Such costs shall be considered an additional assessment and be collectible under the terms of Article 7. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.
- (b) To the extent necessary to maintain the Air Strip, each home owner, shall remove trees, tree branches, any shrubbery or any other hazard bordering or preventing safe use of the Air Strip which the Board deems to be a hazard to any aircraft which use the Air Strip. The Board

will provide reasonable notice in writing concerning any trees, tree branches shrubbery or any other obstacles which the Board deems to be a hazard to safe use of the Air Strip. If the deemed hazard is not corrected within forty eight (48) hours of the Notice, the Board may on it's own initiative, contract for services to remove the hazard. The Owner of the Lot shall be solely responsible for the cost of such correction and the Board shall forward any invoice for correction of the hazard to the Owner for payment. If the Owner fails or refuses to pay for such services, the Owner's membership shall be suspended and the Board shall pay such expense and charge the Owner interest on the outstanding balance at a rate of one and one-half percent (1.5%) per month or if less, the maximum rate allowed under Florida statutes until paid.

Article VI INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

- (a) <u>Required Coverages</u>. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:
- (1) General liability insurance on the Air Strip, insuring the Association and its Members for damage or injury caused by the negligence of the Association or on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonable prudent person would obtain, the Association shall obtain such additional coverages or limits; and
- (2) Such additional insurance as the Board, in its best business judgment, determines advisable.

Premiums for all insurance on the Air Strip shall be Common Expenses and shall be included in the Annual Assessment.

(b) <u>Policy Requirements</u>. All Association policies shall provide for a certificate of insurance to be furnished to each Member insured and to the Association.

The policies may contain a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account.

Article VII FEES, ASSESSMENTS AND LIENS

7.1 <u>Creation of Assessments</u>. There are hereby created Assessments for Association expenses as the Board may specifically authorize from time to time. Except as otherwise provided, there shall be Annual Assessments to fund Common Expenses for maintaining the Air Strip.

The Association shall, upon request, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an Association officer setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. If any Owner is delinquent in paying any Assessment or other charges levied on his Property, the Board may accelerate all Assessments due for the next twelve (12) months from the notice of acceleration and require any unpaid installments of all outstanding Assessments to be paid in full immediately.

7.2 <u>Computation of Annual Assessment</u>. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared.

Annual Assessments shall be levied equally against all Property and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

- 7.3 <u>Lien for Assessments</u>. The Members may amend this Declaration pursuant to the terms contained herein, in particular <u>Section 12.2</u> to provide for a lien on each Lot of an Owner who is delinquent in paying any Assessment.
- 7.4 Collection of Assessments. The Board shall fix the amount of the Annual Assessment against each Property at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the Annual Assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment against a specific Property has been paid.
- 7.5 <u>Failure to Assess</u>. Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall

continue to pay Annual Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

- 7.6 Special Assessment. In addition to the Annual Assessment, the Association may levy Special Assessments from time to time against the entire membership to cover expenses that cannot be paid out of Annual Assessments. The Association may also issue Special Assessments against any owner for the costs associated with performing the Owners responsibilities as provided in Section 5.2 if the Owner is delinquent in performing such responsibilities.
- 7.7 <u>Purpose of Annual Assessments</u>. The Annual Assessments levied by the Association shall be used generally to promote the health, safety, welfare and recreation of the Owners, and for the improvement and maintenance of the Air Strip situated within the Development. Annual Assessments shall include, and the Association shall acquire and pay for out of the funds derived from Annual Assessments, the following:
 - (a) Maintenance and repair of the Air Strip;
 - (b) Acquisition of equipment for the Air Strip as may be determined by the Association;
 - (c) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Air Strip.
- 7.8 Effect of Nonpayment of Assessment. Any Assessment or installment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at eighteen percent (18%) per year (computed from the due date of such Assessment at a rate of 18% per annum or such higher rate as the Board may establish, subject to the limitations of Florida law). The Association may pursue such non-payment in any court and shall be entitled to all costs of collection including reasonable attorney's fees costs and expenses.

Each such Assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Property at the time the Assessment arose.

The Association may pursue all assessments, together with interest, late charges in such amount as the Board may establish by resolution, costs, and reasonable attorney's fees.

In addition to penalties and interest, the Board may suspend any rights to use the Air Strip as those rights pertain to the Owner of any Lot subject to delinquent Assessment until such delinquent Assessment, all penalties, interest and expenses associated with collection are paid.

Article XIII USE RESTRICTIONS AND RULES

8.1 <u>Purpose of Development</u>. The Patch O' Blue Development is a planned development that includes an Air Strip for private civil aircraft in a residential community with aircraft-related, flight operations. The purpose of these covenants, conditions and restrictions is to enhance and protect the value, attractiveness and desirability of the Property, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and to regulate and control the Air Strip.

All provisions of this Declaration and any Association rules shall apply to all Owners, occupants, tenants, guests and invitees of any Property. Any lease on any Property shall provide that the lessee and all occupants of the leased Property shall be bound by the terms of this Declaration, the Articles, the Bylaws, and the rules of the Association.

8.2 Authority to Promulgate Rules. The Association may promulgate use restrictions; i.e. rules, applicable to all of the Development ("Rules"). Subject to the terms of this Article, such initial use restrictions may be modified in whole or in part, repealed or expanded.

The Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Rules. The Board shall send notice by mail to all Owners concerning any such proposed action at least five business days prior to the Board meeting at which such action is to be considered. Owners shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

- 8.3 Restrictions. Subject to modification, repeal or expansion as provided herein, the Lots which form the Development shall be subject to the following restrictions:
- (a) Commercial businesses shall not be permitted unless specifically approved by a twothirds (2/3) vote of all Members of the Association.
- (b) All residences must be of conventional construction, and constructed in a professional manner and must meet all county building, safety and health codes. Residences must be at least 1,800 square feet. No mobile/modular homes or permanent campers are allowed.
- (c) All other buildings including hangars must be constructed using conventional materials and constructed in a professional manner meeting all county building, safety and health codes.
- (d) No non-operating or junk vehicles, boats or airplanes or parts of such conveyances and no accumulation of debris, refuse, trash or junk may be stored or placed on the property unless stored or placed inside a closed building.

Article IX EASEMENTS

9.1 Easements

- (a) Each Owner specifically grants to the Association within each Lot a non-exclusive perpetual easements to the extent reasonably necessary for the purpose of maintaining the Air Strip and for the purpose of clearing any hazards such as trees, tree branches, shrubbery or any other objects which may result in danger to landings or take offs for aircraft owned by Owners and guests.
- (b) The exercise of these easements shall not extend to permitting entry into the structures on any Property, nor shall it unreasonably interfere with the use of any Property and except in an emergency, entry onto any Property shall be made only after reasonable notice to the Owner or occupant.
- 9.2 <u>Easements as Appurtenances</u>. The easements and other rights created herein for an Owner shall be appurtenant to the Property of that Owner and all conveyances of title to the Property shall include a conveyance of the easements and rights as are herein provided, even though no specific reference to such easements and rights appears in any such instrument.

Article X AIR STRIP

- 10.1 <u>Air Strip</u>. The Air Strip, as it may be configured from time to time, is for the use, maintenance, enjoyment and benefit of the Members hereof.
- (a) All Members and their guests shall have the right to use the Air Strip for civil aircraft subject to limitations which may hereinafter be imposed by the Association and the terms, conditions, limitations and restrictions contained in this Declaration.
- (b) The Association shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the Air Strip, provided that such rules and regulations shall be consistent with all Federal, State and local statues, rules and regulations and ordinances with respect to civil aircraft operations on private airport facilities.
- 10.2 <u>Aircraft Run-up</u>. All run-ups shall be done in such a manner not to cause inconvenience to or damage to the property of others. In any event, no low-level flying stunts or other hazardous activities will be permitted about or above the Development. Each Owner is required to strictly observe all Federal, State and local statutes, laws, regulations or ordinances relative to the operation of civil aircraft.

Article XI ENFORCEMENT

11.1 <u>Enforcement</u>. The Association or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and rules now or hereafter imposed by the provisions of this Declaration or any rules of the

Association. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors may adopt rules and regulations imposing reasonable procedures for imposing reasonable fines for the breach by any Owner or an Owner's guest, invitee, permittee or licensee of the covenants and restrictions contained herein. No member of the Board of Directors shall have any liability for failure to enforce any restriction, condition, covenant, reservation, lien, charge or rule.

11.2 <u>Compliance by Owners</u>. Every Owner and every Owner's guests, invitees, permitees and licensees 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. Failure to comply with Association rules may result in suspension of the right to use the Air Strip.

Article XII GENERAL PROVISIONS

12.1 Duration.

- (a) Unless terminated as provided in Section 12.1(b), this Declaration shall have perpetual duration. If Florida law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of 20 years each, unless terminated as provided herein.
- (b) Unless otherwise provided by Florida law, in which case such law shall control, this Declaration may not be terminated within 20 years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of 80% of the total votes of the Association, which instrument is recorded in the Official Records.

12.2 Amendment.

(a) Except as otherwise specifically provided above and elsewhere in this Unified Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing two-thirds (2/3) of the total votes in the Association.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(b) If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Official Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment

must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

- 12.3 <u>Severability</u>. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.
- 12.4 <u>Cumulative Effect; Conflict</u>. The provisions of this Unified Declaration shall be cumulative with any additional covenants, restrictions, and declaration, and the Association may, but shall not be required to, enforce the covenants, conditions, and provisions applicable to any such property; provided, however, in the event of a conflict between or among this Unified Declaration and such covenants or restrictions, and/or the provision of any Articles of Incorporation, Bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, this Declaration, Articles, Bylaws, and Rules of the Association shall prevail, in that order of priority.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first written above.

| Witnesses: | PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, INC. |
|--|---|
| Consession | By: Want State |
| Printed Name: ARL KINARD Witness President | Printed Name: Mark Shaffer Its: President |
| Hade mx | |
| Printed Name: Kim Shaffer Witness President | _ |
| STATE OF FLORIDA COUNTY OF MARION | |
| , as President | dedged before me the <u>Q</u> b day of <u>rebruary</u> , 2013, by dent of Patch O' Blue Air Ranch Homeowners Association, o is personally known to me as identification, on behalf of |
| IN WITNESS WHEREOF, I have he of February, 2013. | reunto set my hand and affixed my official Seal on the |
| Printed Name: Brenda L. C NOTARY PUBLIC My commission expire | BRENDA L. CARROLL Commission # DD 865216 Expires April 2, 2013 Bonded Thru Troy Fain Insurance 800-385-7019 Bonded Thru Troy Fain Insurance 800-385-7019 |
| 1 | |

| Carlefind Say: All |
|---|
| Printed Name: Arc Kinard Printed Name: Lyle Robert Son Its: Secretary |
| Kun Shaff |
| Printed Name: Kim Shaffer Witness Secretary |
| STATE OF FLORIDA COUNTY OF MARION |
| The forgoing instrument was acknowledged before me the day of February , 2013, by Lule Kunertson, as Secretary of Patch O' Blue Air Ranch Homeowners Association, Inc., a not for-profit corporation, who is personally known to me as identification, on behalf of said entity. |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the of february, 2013. |
| Printed Name: Brenda L. Carroll NOTARY PUBLIC My commission expires: BRENDA L. CARROLL Commission # DD 865216 Expires April 2, 2013 Bonded Thru Troy Fain Insurance 800-386-7019 |

FILE: 2003029823 OR BOOK/PAGE 03353/1986

WILLIS C. MELVIN & ASSOC.
MIGHTERIA ENGINEERI AND SURVEYORS
8341 NORTH U.S. HIGHWAY 441
OCALA, FLORIDA 22370

HOME (904) 305-0775 OFFICE (904) 737-0008

Hay 14, 1986

DESCRIPTION FOR

MIKE KEEDY

AIRCRAFT LANDING STRIP

Begin at the N.W. corner of the N.E. 1/4 of the N.W. 1/4 of Section 5, Township 12 South, Range 23 East, Marion County, Florida, thence N.00 19'24"W. along the East boundary of the S.W. 1/4 of the S.W. 1/4 of Section 32, Township 11 South, Range 23 East a distance of 24.34 feet, thence N.24 17'42"W. 1424.34 feet to a point on the South right of way line of a graded road, thence N.88 50'35"W. along said South right of way line 186.38 feet, thence S.24 29'36"E. 1531.38 feet, thence 8.24 17'42"E. 1486.90 feet to a point on the Northerly right of way line of County Highway C-318, said point being on a curve concave Southeasterly having a radius of 2898.00 feet, thence Northeasterly along said right of way curve an arc distance of 164.62 feet, thence N.24 17'42"W. 1464.04 feet to a point on the North boundary of the aforesaid N.E. 1/4 of N.W. 1/4 of Section 5, thence N.88 51'27"W. along said North boundary 10.95 feet to the Point of Seginning.

Containing 11.18 acres, more or less.

EXHIBIT "A"

20108487

19/23

ARTICLES OF INCORPORATION

OF

PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, IN

Executed by the undersigned for the purpose of forming a not-for-profit corporation Chapters 617 and 720, Florida Statutes, and follows:

ARTICLE I. Name

The name of the corporation is PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, INC. (Association), a Florida not-for-profit Corporation. The terms used herein shall have the same meaning ascribed to them by any Declaration of Covenants and Restrictions (the "Declaration") for PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, INC.

825 N. MAGNOLIA AVENUE

OCALA, FL 34475

ARTICLE II

The specific primary purposes for which the Association is formed are to provide maintenance of the Air Strip owned by the Association and to enforce the covenants and restrictions contained in the Declaration.

In furtherance of such purposes, the Association shall have the power subject to the provisions and limitations, if any, in the Declaration, to:

- (a) Perform all of the duties and obligations of the Association, primarily collective maintenance of Association property which consists primarily of an Air Strip and such other activities as set forth in the Declaration, as it may be amended from time to time.
- (b) Affix, levy and collect and enforce payment by lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and other expenses incidental to the conduct of the business of the Association; including all licenses, taxes or governmental charges levied on or imposed against the property of the Association;
- (c) Have and exercise any and all powers, rights and privileges that a non-profit corporation organized under Chapter 617 and 720 of the Florida Statutes by law may have or hereinafter may have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. No part of the net earnings or receipts of the Corporation shall inure to the benefit of any Director or Officer of the Corporation. No Officer or Director of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets of the Corporation except as provided in Article XI.

ARTICLE III

Every person or entity who is a record Owner of a fee or undivided interest in any Property which is subject to the Declaration is a member of the Association. All Members of the PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, INC. shall be governed and controlled by the Declaration, the Articles of Incorporation and the By-Laws of the Association as they may be amended from time to time. Membership shall be appurtenant to and may not be separated from the ownership of a Lot which is subject to assessment by the Association.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name of each initial member is as follows:

Michael C. Stewart

Mark Norman Shaffer, Jr.

Trustee of the Hunold Revocable Trust

Jeffrey A. Robb, Sr.

James Ross

John Gleason

Jon Cockes

Lyle Robertson

Robert N. Hitchcock

Victory Ingram

Trustee Victory Ingram Trust

ARTICLE VI

The initial number of persons constituting the Board of Directors of the Association shall be three (3), and the name, address of the initial persons who shall serve as directors until the next election is:

Name

Address

Mark Norman Shaffer, Jr.

825 N. Magnolia Ave. Ocala, Florida 34475

Victory Ingram

22800 NE 85th Avenue Road

Citra, Florida 32113

Lyle Robertson

P.O. Box 770871

Coral Springs, Florida 33077

The number of members of the Board of Directors and election of Board members shall be governed by the Bylaws of the Association.

ARTICLE VII

These Articles may be amended at any annual meeting of the Association, or at appropriate special meeting duly called and held for such purpose, on the affirmative vote of a majority voting interests of the Association.

ARTICLE VIII

The Association shall have one class of voting membership. There shall be one (1) vote for each Lot regardless of the number of owners of such Lot. The Bylaws shall establish such other rules regarding voting by multiple owners of a Lot. As provided from time to time by the Bylaws, voting rights of any member may be suspended for periods during which assessments are delinquent.

ARTICLE IX

The name and address of incorporator is: Matthew J. Kaftan, 3415 Commerce Court, Appleton, Wisconsin 54911.

ARTICLE X

The name and Florida address of the initial registered agent is:

Mark Norman Shaffer, Jr. 825 N. Magnolia Ave. Ocala, Florida 34475

The initial Principal Office of the Association is the same address as the registered agent.

ARTICLE XI

On dissolution, the assets of the Association shall be distributed to all Members as Tenants in Common.

Dated as of this 26th day of March, 2013

WITNESSES:

Printed Name Susan L. Gilbert

Printed Name: Mathewl Kata-Incorporator Patch O' Blue Air Ranch Homeowners

Association, Inc.

Printed Name Julie A. Bix by-hindt

Signature below constitutes acceptance by registered agent:

WITNESSES:

Printed Name: [MACK N. Bhaffer, IR Registered Agent for Patch O' Blue Air Ranch

Homeowners Association, Inc.

THIS INSTRUMENT PREPARED BY: MATTHEW J. KAFTAN, ESQ. STILES & KREUSCHER, LLC 3415 COMMERCE CT. APPLETON, WI 54911

BY-LAWS OF PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, INC. A non-profit corporation

ARTICLE I. - NAME

The name of the corporation is PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, INC. The principal office of the corporation shall be 825 N. Magnolia Ave., Ocala, Florida 34475 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

The terms used herein shall have the same meanings ascribed to them by the then applicable Declaration of Covenants and Restrictions for PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, INC. as recorded in the Official Records of Marion County, Florida, as is or may be amended or superseded from time to time ("Declaration").

ARTICLE III. - MEETINGS

Section 1. Annual Meeting. The annual meeting of Members shall be held at a date and time as from time to time shall be determined by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors or on written request by one-half (1/2) of the Members.

Section 3. Notice of Meetings. Written notice of each meeting of Members shall be given by or at the direction of the Secretary or other person authorized to call meetings, by mailing a copy of such notice, postage prepaid, at least then (10) days but not more than thirty (30) days 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 in writing, for the purpose of receiving notice. The notice shall specify the day, hour, and place of meeting and in the case of a special meeting, the purpose thereof. In the alternative, notice may be provided by e-mail or any other form of electronic transmission to each Member at the appropriate address on file.

Section 4. Quorum and Majority Vote. The presence at the meeting, in person or by proxy, of Members entitled to cast at least fifty-one percent (51%) of the votes of the membership, shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these By-Laws. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a



quorum is present. Notwithstanding whether or not a quorum has been established, all actions of Members shall require not less than a majority vote of Members (Majority Vote of Members) unless a greater vote of Members is required by the Declaration or the Articles of Incorporation.

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. Proxies shall be revocable, and a proxy of any owner shall automatically terminate on conveyance by him of his lot.

Section 6. Multiple Ownership.

- (a) If Property is owned by one (1) person or entity, the right to vote on behalf of such Property shall be established by the record title to the Property. If a Property is owned by more than one (1) person, the person or entity entitled to cast the vote for the Property shall be the voting Member designated by a voting certificate signed by all of the record owners of the Property and filed with the Secretary of the Association. A certificate designating a person entitled to cast the vote of a Property may be revoked by any owner of a Property. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose. The requirement of a certificate may be waived by the Board and shall be deemed waived if the an individual representing a particular property is allowed to cast a vote at any particular meeting. Waiver of this requirement shall be at the discretion of the Board
- (b) Notwithstanding the provisions of Subparagraph (a) of this Section 6, whenever any Property is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote.
- (1) Where both husband and wife are present at a meeting, either the husband or wife may cast a single vote on their behalf. In the event they are unable to concur in their subject requiring a vote, they shall lose the right to vote on that subject at that meeting.
- (2) Where only one (1) spouse is present at a meeting, the spouse present may cast their Voting Interest without establishing the agreement of the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, their Voting Interest shall not be considered.
- (3) Where neither spouse is present, the person designated in a proxy or Voting Certificate signed by either spouse may cast the vote on particular matter at that meeting unless the Association has received prior written notice to the contrary from the other spouse.

ARTICLE IV. - BOARD OF DIRECTORS --TERM OF OFFICE, ELECTION, AND REMOVAL

Section 1. Number. The initial board shall consist of a three (3) Directors. Thereafter, the affairs of the Association shall be managed by a Board of five directors or such other number of

directors as approved by a Majority Vote of the Members. All directors shall be Members of the Association.

Section 2. Term of Office. Terms of the members of the Board of Directors shall be for one (1) year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a Majority Vote of Members. In the event of death, resignation or removal of a director, his successors 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 or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE V. - BOARD OF DIRECTORS --NOMINATION AND ELECTION

Section 1. Nomination. Nomination for the election to the Board of Directors shall be by any Member of the Association. Nominations may also be made from the floor at any annual meeting of the Members.

Section 2. <u>Election</u>. Each director shall be elected by a Majority Vote of Members. Cumulative voting shall not be permitted.

ARTICLE VI. - BOARD OF DIRECTORS --**MEETINGS**

Section 1. Regular Meetings. Regular Meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by the Board. In the event the regular date for the meeting falls on a legal holiday, such meetings shall be held at the same time on the next following day which is not a legal holiday. The Board of Directors may set a different meeting schedule which provides for more frequent meetings such as monthly or quarterly but in no event shall meet less than once per year. The Members of the Association shall be notified of any change in the Regular Meetings schedule.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by two (2) directors.

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

Section 4. Open Meetings and Records. Meetings of the Board of Directors shall be open to all Property owners. Minutes of all meetings of the Members or the Board of Directors shall be kept in a book available for inspection by Property owners or their authorized representatives.

Section 5. <u>Waiver of Notice</u>. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 6. <u>Adjourned Meetings</u>. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 7. Director Action.

- (a) Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing or otherwise concurring in the minutes of that meeting shall constitute the presence of such director at such meeting and it shall constitute the presence of such director for the purpose of determining a quorum.
- (b) Presumption of Consent. A director of the Association who is present at a meeting of the board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

ARTICLE VII. - BOARD OF DIRECTORS -- POWERS AND DUTIES

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

- (a) Adopt and publish rules and regulations governing the use of the Air Strip and including personal conduct of Members and their guests thereof; and to establish penalties for infraction of such rules and regulations;
- (b) Suspend the voting rights and rights to use the Air Strip of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association as provided in the Declaration;
- (c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the Membership by the Declaration, Articles of Incorporation, or by other provisions of these By-Laws;
- (d) Declare the office of a Member of the Board of Directors to be vacant in the event that such Member is absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, independent contractors and such other employees as they may be necessary, and to prescribe their duties.

- Section 2. <u>Duties</u>. It shall be the duty of the Board of Directors to:
- (a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting or at any special meeting;
- (b) Supervise all officers, agents and employees of the Association and to see to it that their duties are properly performed;
- (c) As more fully provided in the Declaration to adopt a budget and fix the amount of annual and special assessments;
- (d) Issue or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;
 - (f) Cause the Air Strip to be maintained.

ARTICLE VIII. - OFFICERS AND THEIR DUTIES

- Section 1. <u>Enumeration of Offices</u>. The officers of the Association shall be a President, and a Vice-President, who shall at all times be Members of the Board of Directors and a Secretary, Treasurer and such other officers as the Board may from time to time by resolution create.
- Section 2. <u>Election of Officers</u>. 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. <u>Term</u>. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.
- Section 4. <u>Resignation and Removal</u>. Any officer may be removed from the office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignations shall take effect on the date of the receipt of such notice or at any later time specified therein; unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.
- Section 5. <u>Vacancies</u>. A vacancy in any office may be filled by the appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired time of the officer he replaces.

Section 6. <u>Multiple Offices</u>. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 7. Duties. The duties of the officers are as follows:

- (a) <u>President</u>. The President shall preside at all meetings of the Board of Directors and Members; shall see that orders and resolutions of the Board are carried out and shall sign all contracts and check.
- (b) <u>Vice-President</u>. The Vice-President shall act in the place 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.
- (c) <u>Secretary</u>. The Secretary shall record the votes and keep Minutes of the meeting and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of Members; keep appropriate current records showing the numbers of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.
- (d) <u>Treasurer</u>. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association as directed by the Board of Directors; shall sign all checks and promissory notes of the Association; and shall keep proper books of account.

ARTICLE IX. - BOOKS AND RECORDS AND INSPECTIONS THEREOF

The books, records and papers of the Association shall be subject to inspection by any Member. The Declaration, Articles of Incorporation and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE X. - CORPORATE SEAL

The Association shall not have a corporate seal.

<u>ARTICLE XI. - FISCAL YEAR</u>

The fiscal year of the Association shall be the calendar year except the first year which shall be the date of incorporation of the Association and shall end on December 31.

ARTICLE XII. - AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the Members, by vote of a Majority Vote of Members.

ARTICLE XIII. - CONFLICTS

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

ARTICLE XIV. - NOTICES

Notices shall be deemed to have been given to an owner or Member of the Association upon the deposit of mail in a United States mail depository, postage prepaid and addressed to the Member or owner at his Property address or such other address, including e-mail address or any other form of electronic transmission at the appropriate address on file with the corporation.

| , 2013. |
|--|
| PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, INC. |
| By: Work from |
| Printed Name: MARK SHAFFER Its: President |
| • |
| - / |
| PATCH O' BLUE AIR RANCH HOMEOWNERS ASSOCIATION, INC. |
| Ву: |
| Printed Name: 5,4//2 Pahectsalts: Secretary |
| |
| 24 |
| |

Joinder Agreement

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 1 attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

| | associated expenses. |
|--------|--|
| | Property Address 8383 East Highway 318 Citra, Florida 32113 |
| | Parcel ID: 04422-001-00 |
| | IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this 29 H day of, 2013. |
| 1 | Witnesses: Yuluna Jankouch (Print name beneath signature) Witness 1 Meli Sankovich Adda Way at the |
|) ~ | (Print name beneath signature) Witness 2 (Print name beneath signature) Witness 1 (Print name beneath signature) Witness 1 Einda Robb REBECCA S. |
| | (Print name beneath signature) Witness 2 HOLLY R HUNTER STATE OF FLORIDA OHIO COUNTY OF MARION LICKING'. |
| | The foregoing instrument was acknowledged before me this |
| | IN WITNESS WHEREOF, I have hereunto set my hand and affinethmy official Seal on the 2007 of 1907 of 19 |
| | - , , |

05-4272

A PARCEL OF LAND SITUATED IN SECTION 5, TOWNSHIP 12 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 5, TOWNSHIP 12 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA; THENCE SOUTH 88°51'27" EAST ALONG THE NORTH BOUNDARY OF SAID NE 1/4 OF NW 1/4 A DISTANCE OF 10.95 FEET; THENCE SOUTH 24°17'42" EAST, 906.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 24°17'42" EAST, 557.25 FEET TO A POINT ON THE NORTHWEST RIGHT OF WAY OF COUNTY HIGHWAY C-318, SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2898.00 FEET; THENCE NORTHEAST ALONG SAID CURVE AND SAID RIGHT OF WAY AN ARC DISTANCE OF 239.34 FEET; THENCE NORTH 24°03'41" WEST 539.61 FEET; THENCE SOUTH 65°56'19" WEST, 240.91 FEET TO THE POINT OF BEGINNING.

Parcel ID: 04422-001-00

Property Address: 8383 East Highway 318, Citra, FL 32113

Book4299/Page1135

CFN#2006002602

Joinder Agreement

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 1-A attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

| Property Address Citra, FL |
|---|
| Parcel ID: 04422-001-01 |
| IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this |
| Robb Companies, Inc. |
| Witnesses: Well Structed (Print name beneath signature) Witness 1 Weffery A. Rollb, President |
| Melissa Tankovich (Print name beneath signature) Witness 2 Melissa Tankovich ROBB COMPANIES, INC. ROBBCO 2300 NATIONAL RD. SW HEBRON, OHIO 43025 |
| STATE OF FLORIDA COUNTY OF MARION (740) 928-5300 |
| The foregoing instrument was acknowledged before me this |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the 29th of |

An undivided one-third (1/3) interest in and to the following described property:

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 5, Township 12 South, Range 23 East, Marion County, Florida; thence South 88°51'27" East, along the North boundary of said NE 1/4 of NW 1/4 a distance of 10.95 feet; thence South 24°17'42" East, 786.79 feet to the Point of Beginning; thence continue South 24°17'42" East, 120.00 feet; thence North 65°56'19" East, 496.14 feet; thence North 24°03'41" West, 120.00 feet; thence South 65°56'19" West, 496.63 feet to the Point of Beginning.

Parcel ID: 04422-001-01

Property Address: Citra, FL

3, Sfl. 3025 3025

> 2300 NATIONAL RD. ŚW HEBRON, OHIO 43025 (740) 928-5300

Joinder Agreement

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 2 attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

Property Address 23000 NE 85th Avenue Road Citra, Florida 32113

7 : 1

| Parcel ID: 00108-001-00 |
|--|
| IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this day of <u>epruary</u> , 2013. |
| Witnesses: Victory & Gragiam Victory Elargian |
| Wavey L. Hitche och |
| (Print name beneath signature) Witness 2 Queta General Gisela Cockes (Print name beneath signature) Witness h Gisela Jockes |
| Mancy L. Hitchcock (Print name beneath signature) Witness? Olsela tockes Olsela tockes |
| |
| STATE OF FLORIDA COUNTY OF MARION |
| The foregoing instrument was acknowledged before me this February 2,20/3 (date) by Jon A. Cockes and Gisela Cockes, who are personally known to me or who produced, as identification. |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the and of february, 2013. |
| MY COMMISSION # EE 144168 EXPIRES: December 22, 2015 Bonded Thru Notary Public Underwriters |
| Printed Name: CAROL SHAFFER |
| NOTARY PUBLIC My commission expires: December 22, 2015 |
| my commission expires: Vecember Ma, MUIS |

FILE: 2003052837 OR BOOK/PAGE 03403/0155

Schedule A

That portion of the SE 1/4 of SW 1/4 of Section 32, Township 11 South, Range 23 East lying West of County graded road in Marion County, Florida.

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 5, Township 12 South, Range 23 East, Marion County, Florida, thence S.88°51'27" E., along the North boundary of said NE 1/4 of NW 1/4 a distance of 10.95 feet to the Point of Beginning. Thence continue S.88°51'27" E., 1012.98 feet to a point on the Southwesterly right of way line of a county graded road, thence S.15°11'48"E., along said right of way line 145.93 feet, thence S.85°14'53" W., 946.20 feet, thence N.24°17'42" W., 262.68 feet to the Point of Beginning.

AND
Commence at the SE corner of the SW 1/4 of the SW 1/4 of Section 32, Township 11 South, Range 23 East, Marion County, Florida, thence N.00*19'24" W., along the East boundary of said SW 1/4 of SW 1/4 a distance of 24.34 feet to the Point of Beginning, thence continue N.00*19'24" W., along said East boundary 140.00 feet, thence S.89*40'36" W., 62.25 feet, thence S.24*17'42" E., 153.22 feet to the Point of Beginning.

Parcel ID: 00108-001-00

Property Address: 23000 NE 85th Avenue Road, Citra, FL 32113

File No: 03-0073

Joinder Agreement

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 3 attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

| associated expenses. |
|---|
| Property Address 8445 East Highway 318 Citra, Florida 32113 |
| Parcel ID: 04422-001-02 |
| Parcel ID: 04422-001-01 One-third interest in taxiway |
| IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this |
| CARL Kinard Mark 1. Stuffen 1. |
| (Print name beneath signature) Witness 1 Mark N. Shaffer, Jr. |
| (Print name beneath signature) Witness 2 (ar) Kingyd (ar) Kingyd (ar) Kingyd |
| (Print name beneath signature) Witness 1 Carol Shaffer |
| (Print name beneath signature) Witness 2 |
| STATE OF FLORIDA COUNTY OF MARION |
| The foregoing instrument was acknowledged before me this February 5th 2013 (date) by Mark N. Shaffer, Jr. and Carol Shaffer, who are personally known to be or who produced, as identification. |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the |
| Genda & Causel |
| Printed Name: Prevda L. Carroll NOTARY PUBLIC BRENDA L. CARROLL Commission #DD 865216 Eviden And 2 00465 |

My commission expires:

Bonded Thru Troy Fakt Insurance 800-385-7019

Exhibit 3

TRACT 2:

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 5, Township 12 South, Range 23 East, Marion County, Florida, thence S. 88°51'27" E., along the North boundary of said NE 1/4 of NW 1/4 a distance of 10.95 feet, thence S. 24°17'42" E. 906.79 feet; thence N. 65°56'19" E., 240.91 feet to the Point of Beginning; thence continue N. 65°56'19" E., 255.23 feet; thence S. 24°03'41" E. 542.57 feet to a point on the Northwest right of way line of County Highway C-318, said point being on a curve concave Southeasterly, having a radius of 2898.00 feet; thence Southwesterly along said right-of-way curve an arc distance of 255.33 feet, thence N. 24°03'41" W. 539.61 feet to the Point of Beginning.

TOGETHER WITH AIRSPACE EASEMENT: Airspace Easement appurtenant to the aforedescribed Tract 2 as set forth in Declaration and Grant of Airspace Easement recorded at Official Records Book 1579, Page 479, Public Records of Marion County, Florida, AND

TOGETHER WITH An undivided one-third interest in and to the following: Commence at the NW Corner of the NE 1/4 of the NW 1/4 of Section 5, Township 12 South, Range 23 East, Marion County, Florida; thence S. 88°51'27" E., along the

North boundary of said NE 1/4 of NW 1/4 a distance of 10.95 feet; thence S. 24°17'42" E. 786.79 feet to the Point of Beginning; thence continue S. 24°17'42" E. 120.00 feet; thence N. 65°56'19" E. 496.14 feet; thence N. 24°03'41" W. 120.00 feet; thence S. 65°56'19" W. 496.63 feet to the Point of Beginning.

Parcel ID: 04422-001-02

Property Address: 8445 East Highway 318, Citra, FL 32113

Parcel ID: 04422-001-01 one-third interest in taxiway

Joinder Agreement

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 4 attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

Property Address 8317 East Highway 318 Citra, Florida 32113 Parcel ID: 04422-000-00 IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this 4th day of Fth , 2013. <u>ud</u> Kathleen Massimind (Print name beneath signature) Witness 1 (Print name beneath signature) Witness 2 STATE OF FLORIDA COUNTY OF MARION The foregoing instrument was acknowledged before me this $\mathcal{O}_{\mathcal{S}}$ by John H. Gleason and Mary Beth Gleason, who are personally known to me or who produced , as identification. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the SUZANNE ELIZABETH BENNETCH Commission # EE 209909 Expires October 21, 2016 My commission expires:

Joinder Agreement

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 4 attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

| associated expenses. |
|---|
| Property Address 8317 East Highway 318 Citra, Florida 32113 |
| Parcel ID: 04422-000-00 |
| IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this 27^{11} day of 0.000 , 2013. |
| Witnesses: |
| · · · · · · · · · · · · · · · · · · · |
| (Print name beneath signature) Witness 1 John H. Gleason |
| (District National Witness 2 |
| (Print name beneath signature) Witness 2 |
| Kingay Convitad Mary ath Gleason |
| (Print prame perfeath signature) Withess 1 Mary Beth Gleason |
| |
| Kendia Stold |
| (Print name beneath signature) Witness 2 |
| STATE OF FLORIDA |
| COUNTY OF MARION |
| |
| The foregoing instrument was acknowledged before me this <u>Mwh 27,2013</u> . (date) |
| by John H. Gleason and Mary Beth Gleason, who are personally known to me or who produced |
| Florida driver License., as identification. |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the 2011 of Much, 2013. |
| NANCY H. OTERO Notary Public. State of Florida |
| Commission # EE 851557 |
| Printed Name: Noncy H. Otero. My comm. expires Nov. 29. 2016 |
| NOTARY PUBLIC My commission expires: NOV 29, 7016. |
| wiy commission capites. The section of the section |

N.O

A tract of land lying within Section 32, Township 11 South, Range 23 East and Sections 5 and 6, Township 12 South, Range 23 East, Marion County, Florida, being more particularly described as follows:

Begin at the SW corner of Section 32, Township 11 South, Range 23 East, Marion County, Florida; thence N 00° 05' 24° W along the West boundary of said Section 32 for a basis of bearing a distance of 1310.17 feet to a point on the South right of way line of a 40 foot wide graded road; thence S 88° 50' 55° B along said South right of way line, said line being 20.00 feet South (measured perpendicularly) of the North boundary of the SW 1/4 of the SW 1/4 of said Section 32, a distance of 200.00 feet; thence S 00° 05' 12° W 333.07 feet; thence N 88° 50' 55° B along said Westerly right of way line of an aircraft landing strip (150 feet wide); thence S 24° 29' 36° B along said Westerly right of way line S 24° 11' 42° B 1485.22 feet to a point on a Northwesterly right of way curve of County Road C-318 (66 feet wide); being concaved to the Southeast and having a radius of 2898.00 feet; thence Southwesterly along said right of way curve through a central angle of 10° 56' 20° an arc distance of 550.37' 44° W 552.45 feet to the Point of Tangency of said curve; thence S 45° 09' 34° W along said Northwesterly right of way line S 45° 09' 34° W along said Northwesterly right of way line of County Road C-318 a distance of 164.22 feet to a point on the South boundary of the NW 1/4 of Section 5, Township 12 South, Range 23 East, Harion County, Florida; thence N 89° 10' 45° W along said South boundary of the Korth 10 chains of Government Lot 1 of Section 6, Township 12 South, Range 23 East, Marion County, Florida; thence N 88° 45' 04° W along said South boundary of the North 10 chains of Government Lot 1 of Section 6, Township 12 South, Range 23 East, Marion County, Florida; thence N 88° 45' 04° W along said South boundary of the North 10 chains of Government Lot 1 of Section 6, Township 12 South, Range 23 East, Marion County, Florida; thence N 88° 45' 04° W along said South boundary of the North Township 12 South, Range 23 East, Marion County, Florida; thence N 88° 45' 04° W along said south boundary of the North Township 12 South

TOGETHER WITH any and all of the Grantors Rights, Title and Interest in the Aircraft Landing Strip.

TOGETHER WITH an COUN MOBILE HOME TITLE NO. 40103631

Parcel ID: 04422-000-00

Property Address: 8317 East Highway 318, Citra, FL 32113 FILE: 97842576 OR BODK/PASE: 2372/1515

2 of 2

24.8

Book5323/Page545

CFN#2010017399

Page 3 of 3

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 4 attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

| associated expenses. |
|---|
| Property Address 8317 East Highway 318 Citra, Florida 32113 |
| Parcel ID: 04422-000-00 |
| IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this, and |
| Witnesses: Tosh: Newlisk (Print, name beneath signature) Witness 1 Christopher P. Gleason |
| Idua Q. Mason ?? (Print name beneath signature) Witness 2 Felicia A. Mason |
| STATE OF FLORIDA COUNTY OF MARION Hillshorough |
| The foregoing instrument was acknowledged before me this 02-11-2013 (date) by Christopher P. Gleason, who is personally known to me or who produced, as identification. |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the of February, 2013. CAROLYN J. FABIAN Notary Public, State of Florida |
| Wy comm. expires Apr. 14, 2015 |
| Printed Name: Carolantaloni |
| NOTARY PUBLIC My commission expires: 04 -(4 -2015 |
| IVIV COMMISSION EXDITES. UT TO 13 |

A tract of land lying within Section 32, Township 11 South, Range 23 East and Sections 5 and 6, Township 12 South, Range 23 East, Marion County, Florida; being more particularly described as follows:

Begin at the SW corner of Section 32, Township 11 South, Range 23 East, Marion County, Florida; thence N 00° 05' 24" W along the West boundary of said Section 32 for a basis of bearing a distance of 1310.17 feet to a point on the South right of way line of a 40 foot wide graded road; thence S 88° 50' 55" B along said South right of way line, said line being 20.00 feet South [measured perpendicularly) of the North boundary of the SW 1/4 of the SW 1/4 of said Section 32, a distance of 200.00 feet; thence S 00° 05' 12" W 333.07 feet; thence N 88° 50' 55" E 433.64 feet to a point on the Westerly right of way line of an aircraft landing strip (150 feet wide); thence S 24° 29' 36" E along said Westerly right of way line 1183.98 feet; thence continue along said Westerly right of way line 8 24° 17' 42" B 1485.22 feet to a point on a Northwesterly right of way curve of County Road C-318 (66 feet wide); being concaved to the Southeast and having a radius of 2898.00 feet; thence Southwesterly along said right of way curve through a central angle of 10° 56' 20" an arc distance of 551.29 feet, with a chord bearing and distance of 50' 37' 44" W 552.45 feet to the Point of Tangency of said curve; thence S 45° 09' 34" W along said Northwesterly right of way line of County Road C-318 a distance of 1064.22 feet to a point on the South boundary of the NW 1/4 of Section 5, Township 12 South, Range 23 East, Marion County, Florida; thence N 89° 10' 45" W along said South boundary of the Eorth to the Sw corner of said EW 1/4; thence N 00° 28' 01" E along the West boundary of said EW 1/4 of Section 5 adistance of 1880.17 feet to the South boundary of the Borth 10 chains of Government Lot 1 of Section 6, Township 12 South, Range 23 East, Marion County, Florida; thence N 88° 45' 04" W along said South boundary of the Borth 10 chains of Government Lot 1 of Section 6 a distance of 889.64 feet to a point on the Easterly right of way curve of NB 77th Terrace Road (40 feet wide graded road) being concaved to the West, having a radius of 2884

TOGETHER WITH any and all of the Grantors Rights, Title and Interest in the Aircraft Landing Strip.

TOGETHER WITH an COUN MOBILE HOME TITLE NO. 40103631

Parcel ID: 04422-000-00

Property Address: 8317 East Highway 318, Citra, FL 32113 FILE: 97042576 OR BODK/PRSE: 2372/1515

2 of 2

44.8

Book5323/Page545

CFN#2010017399

Page 3 of 3

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 5 attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

Property Address 22998 NE 85th Avenue Road Citra, Florida 32113 Parcel ID: 04422-004-00 IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this 13 day of MANCH, 2013. Sidney Lyle Robertson (Print name beneath signature) Witness 2 (Print name beneath signature) Witness 1 Robyn Robertson (Print name beneath signature) Witness 2 STATE OF FLORIDA **COUNTY OF MARION** The foregoing instrument was acknowledged before me this Murch 13, 2013 by Sidney Lyle Robertson and Robyn Robertson, who are personally known to me or who produced , as identification. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the 2013. Notary Public State of Florida Maria Isabel Zvolenski Printed Name: My commission expires:

Property hereby conveyed (the "Real Property") is described as follows: Commence at the N.W. corner of the N.E. 1/4 of the N.W. 1/4 of Section 5, Township 12 South, Range 23 East, Marion County, Florida, thence S.88°51'27"E. along the North boundary of said N.E. 1/4 of N.W. 1/4 a distance of 1023.93 feet to a point on the Southwesterly right-of-way line of a county graded road, thence S.15°11'48"E. along said Southwesterly right-of-way line 145.93 feet to the Point of Beginning, thence continue S.15°11'48"E. along said Southwesterly right-of-way line 145.92 feet, thence S.78°32'28"W 890.88 feet, thence N.24°17'42"W. 262.69 feet, thence N.85°14'53"E. 946.20 feet to the Point of Beginning. Including that certain 1989 Madi (Liberty) Mobile Home located thereon, Vehicle ID Number: 10L21024

Parcel ID: 04422-004-00

Property Address: 22998 NE 85th Avenue Road, Citra, FL 32113



The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 6 attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

Property Address 8190 NE 232nd PL Citra, Florida 32113

Parcel ID: 04422-009-00

IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this _z | 5 day of _January ______, 2013.

| | · |
|--|--------------------------|
| Witnesses: | <i></i> |
| Dhy Forcare | mulant Sings |
| (Print name beneath signature) Witness 1 | Michael Stewart, Trustee |
| Herry Horcaro | Hunold Revocable Trust |
| All | |
| (Print name beneath signature) Witness 2 | |

STATE OF FLORIDA COUNTY OF MARION

CIRT HOFFMAN

The foregoing instrument was acknowledged before me this 21st lay of January 2013 (date) by Michael Stewart, who is personally known to me or who produced by P.L. #5363-5436-9364-01, as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the 21⁵⁷ of Tanuay, 2013.

Printed Name: Susan Rediske
NOTARY PUBLIC

PARCEL 5A:

Commence at the SE Corner of the SW 1/4 of the SW 1/4 of Section 32, Township 11 South, Range 23 East, Marion County, Florida, thence N. 00°19'24" W. along the East boundary of said SW 1/4 of SW 1/4 a distance of 164.34 feet to the Point of Beginning; thence continue N.00°19'24" W. along said East boundary of SW 1/4 of the SW 1/4 1146.59 feet to a point on the South right of way line of a graded road; thence N. 88°50'55" W. along said South right of way line 40.01 feet; thence S.00°19'24" E. 549.91 feet; thence S. 78°00'51" W. 269.36 feet; thence S. 24°17'42" E. 594.54 feet; thence N. 89°40'36" E. 62.25 feet to the Point of Beginning.

PARCEL 5B:

Commence at the SE corner of the SW 1/4 of the SW 1/4 of Section 32, Township 11 South, Range 23 East, Marion County, Florida; thence N.00°19'24" W. along the East boundary of said SW 1/4 of SW 1/4 a distance of 1310.93 feet to a point on the South right of way line of a graded road; thence N.88°50'55" W. along said South right of way line 40.01 feet to the Point of Beginning; thence continue N. 88°50'55" W.along said South right-of-way line 244.82 feet; thence S. 11°03'02" E.519.27 feet; thence S. 78°00'51" W. 150.00 feet; thence S. 24°17'42" E. 76.76 feet; thence N. 78°00'51" E. 269.36 feet; thence N. 00°19'24" W.549.91 feet to the Point of Beginning.

PARCEL 5C:

Commence at the SE corner of the SW 1/4 of the SW 1/4 of Section 32, Township 11 South, Range 23 East, Marion County, Florida, thence N. 00°19'24" W. along the East boundary of said SW 1/4 of SW 1/4 a distance of 1,310.93 feet to a point on the South right-of-way line of a graded road; thence N. 88°50'55" W. along said South right-of-way line 284.83 feet to the Point of Beginning; thence continue N. 88°50'55" W. along said South right-of-way line 294.04 feet; thence S. 24°17'42" E. 599.82 feet; thence N. 78°00'51" E. 150.00 feet; thence N. 11°03'02" W. 519.27 feet to the Point of Beginning.

Parcel ID: 04422-009-00

Property Address: 8190 NE 232nd PL, Citra, FL 32113

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 6-A attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

| I | Property Address Citra, Florida |
|--------|--|
| I | Parcel ID: 04422-000-01 |
| I j | N WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this oinder agreement thisZ1 st day ofTanuar \(\frac{1}{2} \), 2013. |
| (| Witnesses: Print name beneath signature) Witness 1 Print name beneath signature) Witness 2 Cult Hoff MAN Witness 2 |
| - | STATE OF FLORIDA COUNTY OF MARION |
| 1 | The foregoing instrument was acknowledged before me this 21^{5+} day of January 2013 (date) by Michael Stewart, who is personally known to me or who produced $\omega I \rho. \iota.^{\#} S3 \iota 3 - 543 \iota - 93 \iota 4 - 01$, as identification. |

27

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the 21⁵⁺ of January, 2013.

My commission expires: 7/10/2016

Printed Name: Susar Rediske

NOTARY PUBLIC

My commission

FILE: 2003029823 OR BOOK/PAGE 03363/1986

WILLIS C. MELVIN & ASSOC. PROVEDENCE DIGHTERS AND SURVEYORS 5341 NORTH U.S. HIGHWAY 441 OCALA, FLORIDA 32670

HOME (804) 205-0775 OFFICE (804) 732-4005

May 14, 1986

DESCRIPTION FOR

MIKE KEEDY

AIRCRAFT LANDING STRIP

Begin at the N.W. corner of the N.E. 1/4 of the N.W. 1/4 of Begin at the N.W. corner of the N.E. 1/4 of the N.W. 1/4 of Section 5, Township 12 South, Range 23 East, Marion County, Florida, thence N.00 19°24°W. along the East boundary of the S.W. 1/4 of the S.W. 1/4 of Section 32, Township 11 South, Range 23 East a distance of 24.34 feet, thence N.24 17°42°W. 1424.34 feet to a point on the South right of way line of a graded road, thence N.88 50°55"W. along said South right of way line 186.38 feet, thence S.24 29°36"E. 1531.38 feet, thence S.24 17'42"E. 1486.70 feet to a point on the Northerly right of way line of County Highway E-318, said point being on a curve concave Southeasterly having a radius of 2898.00 feet, thence Northeasterly along said right of way curve an arc distance of 164.62 feet, thence N.24 17'42"W. 1464.04 feet to a point on the North boundary of the aforesaid N.E. 1/4 of N.W. 1/4 of Section 5, thence N.88 51'27"W. along said North boundary 10.95 feet to the Point of Beginning.

Containing 11.18 acres, more or less.

EXHIBIT "A"

19/23

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 7 attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

Property Address 22910 NE 85th Avenue Road Citra, Florida 32113

IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this 2nd day of FEBRUARY, 2013.

Witnesses:

ROBIERT N. HITOHOOK
(Print name beneath signature) Witness 1

James S. Ross

(Print name beneath signature) Witness 1

VICTORYFINGRAM

(Print name beneath signature) Witness 2

FOREST N. HITCHCOCK

(Print name beneath signature) Witness 1

Linda Ross

VICTORY E. TNERAM

(Print name beneath signature) Witness 2

STATE OF FLORIDA COUNTY OF MARION

Parcel ID: 04422-007-00

The foregoing instrument was acknowledged before me this **Lebruary 2**, 20/3 (date) by James S. Ross and Linda Ross, who are <u>personally known to me</u> or who produced , as identification.

IN WITNESS-WHEREOF, I have hereunto set my hand and affixed my official Seal on the

Printed Name: MAROL SHAFFER

My commission expires: December 22, 2015

22

EXPIRES: December 22, 2015

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 5, Township 12 South, Range 23 East, Marion County, Florida; thence S. 88 degrees 51'27"E. along the North boundary of said NE 1/4 of NW 1/4 a distance of 10.95 feet; thence S. 24 degrees 17'42"E., 525.37 feet to the Point of Beginning; thence continue S. 24 degrees 17'42"E., 261.42 feet; thence N. 65 degrees 56'19"E., 496.63 feet; thence N. 79 degrees 02'39"E., 357.93 feet to a point on the Southwesterly right of way line of a County Graded Road; thence N. 15 degrees 11'48"W. along said right of way line 150.00 feet; thence S. 78 degrees 32'26"W., 890.88 feet to the Point of Beginning.

Parcel ID: 04422-007-00

Property Address: 22910 NE 85th Avenue Road, Citra, FL 32113

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 8 attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

| Property Address 8100 NE 232 nd PL Citra, Florida 32113 |
|---|
| Parcel ID: 04422-005-00 |
| IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this day of, 2013. |
| Witnesses: Linda HRoss Linda H. Ross Witnesses: Witnesses: What Not tolk cooking |
| (Print name beneath signature) Witness 1 Robert N. Hitchcock (Victory & Ingram |
| (Print name beneath signature) Witness 2 Linda H. Ross Mancy J. Hitchcock |
| (Print name beneath signature) Witness 1 Nancy L. Hitchcock Nictory E (NERAM |
| (Print name beneath signature) Witness 2 |
| STATE OF FLORIDA COUNTY OF MARION |
| The foregoing instrument was acknowledged before me this <u>February 2, 2013</u> (date) by Robert N. Hitchcock and Nancy L. Hitchcock, who are <u>personally known to me</u> or who produced, as identification. |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the 2 ld of february , 2013. CAROL SHAFFER MY COMMISSION # EE 144168 EXPIRES: December 22, 2015 Bonded Thru Notary Public Underwriters |
| Printed Name: CAROL SHARFER |
| NOTARY PUBLIC My commission expires: New 22, 2015 |

Commence at the NW corner of the SW 1/4 of the SW 1/4 of Section 32, Township 11 South, Range 23 East, Marion County, Florida, thence S.00°05'12"W. along the West boundary of said SW 1/4 of SW 1/4 a distance of 20.00 feet to a point on the South Right-of-Way of a County Graded Road, thence S.88°50'55"E. along said Right-of-Way a distance of 200.00 feet to the Point of Beginning, thence continuing S.88°50'55"E. along aforesaid Right-of-Way a distance of 349.08 feet, thence S.24°29'36"E. 347.40 feet, thence S.88°50'55"W. 493.64 feet, thence N.00°05'12"E. 333.07 feet to the Point of Beginning, being Parcel No. 5 of PATCH O' BLUE AIR RANCHES, an unrecorded subdivision.

Parcel ID: 04422-005-00

Property Address: 8100 NE 232nd PL, Citra, FL 32113

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 9 attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

Property Address 22800 NE 85th Avenue Road Citra, Florida 32113

Parcel ID: 04422-003-00

IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this <u>and</u> day of <u>rebruary</u>, 2013.

| Witnesses: Linda H. Rass | |
|---|---|
| LINDA H. ROSS | fictif (Ingrall |
| (Print name beneath signature) Witness I | Victory Ingram, Trustee of the Ingram Trus dated September 23, 1993 |
| NANCY L. HITCHOOK | |
| (Print name beneath signature) Witness 2 | |
| | |
| | |
| | |
| STATE OF FLORIDA | |
| COUNTY OF MARION | |
| | Character and |
| The foregoing instrument was acknowledged be | fore me this February 2nd 2013 (date |
| by Victory Ingram, who is personally known to | |
| , as identificat | ion. |
| IN WITNESS WHEREOF, I have hereunto set: | my hand and affixed my official Seal on the |
| or 1001 uary , 2013. | |
| Carol Shaffer | CAROL SHAFFER MY COMMISSION # EE 144168 EXPIRES: December 22, 2015 Bonded Thru Notary Public Underwriters |
| ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~ | WILL TON |

NOTARY PUBLIC
My commission expires: December 22, 2015

Printed Name: AROL SHAHER NOTARY PUBLIC

Commence at the NW corner of the NE 1 of the NM 1/4 of Section 5. Township 12 South, Range 23 East, Marion County, Plorida, thence S 88*51*27" E. along the North boundry of said NE1/4 of N W 1/4 a Distance of 10.95 feet, thence S.24*17' 42"E. 786.79 feet, thence N.65*56*19" E. \$26.63 feet to a Point of Beginning thence N.79*02*39" 357.93 feet to a Point on the Southwesterly right of way line of a County Graded Road thenceS. 15*11*48"E. along said right of way line 614.15 feet to a Point of the intersection with the Northwesterly right of way line of County Highway C-318, said point being on a curve concave Southwesterly, h aving a Radius of 2898.00feet, thence Southwesterly along said right of way curve an arc distance of 255.33 feet, thence N.24*03*41". 662.57 feet to the point of Beginning.

Parcel ID: 04422-003-00

Property Address: 22800 NE 85th Avenue Road, Citra, FL 32113

The undersigned by this joinder agreement agree to be bound by all of the terms and conditions of this Declaration of Covenants and Restrictions of Patch O'Blue Air Ranch Homeowners Association, Inc. and the property identified by the address below and contained in the property described in Exhibit 9-A attached to this joinder agreement shall be subject to all of the terms and conditions contained therein. The undersigned by his or her signature below certifies that the legal description attached hereto is accurate and agrees that if it is determined that the attached description does not accurately describe the property, the undersigned will execute any documentation necessary to make the appropriate correction and assume responsibility for any associated expenses.

| Property Address <u>Citra</u> , FL |
|--|
| Parcel ID: 04422-001-01 |
| IN WITNESS WHEREOF, the undersigned parties to this joinder agreement have executed this joinder agreement this <u>gna</u> day of <u>representation</u> , 2013. |
| Witnesses: Synda WRoss (Print name beneath signature) Witness 1 Witnesses: Witnesses: Victory Ingram |
| (Print name beneath signature) Witness 2 |
| STATE OF FLORIDA COUNTY OF MARION |
| The foregoing instrument was acknowledged before me this <u>February</u> 2nd, 2013 (date) by Victory Ingram, who is personally known to me or who produced, as identification. |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal on the and of rebruary, 2013. |
| CAROL SHAFFER MY COMMISSION # EE 144168 EXPIRES: December 22, 2015 Bonded Thru Notary Public Underwriters |
| Printed Name: CAROL SHAKER |
| NOTARY PUBLIC My commission expires: December 22,2015 |
| My commission expires. The Situation (ACA (XVI) |

An undivided one-third (1/3) interest in and to the following described property:

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 5, Township 12 South, Range 23 East, Marion County, Florida; thence South 88°51'27" East, along the North boundary of said NE 1/4 of NW 1/4 a distance of 10.95 feet; thence South 24°17'42" East, 786.79 feet to the Point of Beginning; thence continue South 24°17'42" East, 120.00 feet; thence North 65°56'19" East, 496.14 feet; thence North 24°03'41" West, 120.00 feet; thence South 65°56'19" West, 496.63 feet to the Point of Beginning.

Parcel ID: 04422-001-01

3.60

Property Address: Citra, FL