

4
N960000006341

101 HAYS STREET
TALLAHASSEE, FL 32301-2607
904-22-9171
904-22-0393 F

80-12-8086

FILED



PRESTIGE HALL
LEGAL & FINANCIAL SERVICES ACCOUNT NO. : 072100000032

96 DEC -5 AM 8:37

SECRET
TALLAHASSEE, FLORIDA

REFERENCE : 176756 9585A

AUTHORIZATION : *Patricia Pizich*
COST LIMIT : \$ 122.50

ORDER DATE : December 5, 1996

ORDER TIME : 10:27 AM

ORDER NO. : 176756-005

000002020780--9

CUSTOMER NO: 9585A

CUSTOMER: G. Edward Clement, Esq
POTTER CLEMENT AND LOWRY
308 East Fifth Avenue
Mount Dora, FL 32757

W96-25530

DOMESTIC FILING

NAME: FIDDLER'S GREEN RAN'CH OWNERS'
ASSOCIATION, INC.

EFFECTIVE DATE:

- ARTICLES OF INCORPORATION
- CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

- CERTIFIED COPY
- PLAIN STAMPED COPY
- CERTIFICATE OF GOOD STANDING

CONTACT PERSON: W. Charles Earnest
EXAMINER'S INITIALS:

RECEIVED
96 DEC -5 AM 11:24
DIVISION OF CORPORATIONS

W
12-13-96



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

December 12, 1996

CSC NETWORKS
1201 HAYS STREET
TALLAHASSEE, FL 32301-2607

SUBJECT: FIDDLER'S GREEN RANCH OWNERS' ASSOCIATION, INC.
Ref. Number: W96000025530

RESUBMIT

*Please give original
submission date as file date.*

We have received your document for FIDDLER'S GREEN RANCH OWNERS' ASSOCIATION, INC. and the authorization to debit your account in the amount of \$122.50. However, the document has not been filed and is being returned for the following:

Section 617.0803, Florida Statutes, requires that the board of directors never have fewer than three directors.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6927.

Kathy Hyman
Document Specialist

Letter Number: 796A00054662

ARTICLES OF INCORPORATION
OF
FIDDLER'S GREEN RANCH OWNERS' ASSOCIATION, INC.

FILED
96 DEC -5 11 8 38
STATE
FLORIDA

I, the undersigned incorporator, being of full age, hereby makes, subscribes, acknowledges and files with the Department of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida.

ARTICLE I

Name

The name of this corporation is FIDDLER'S GREEN RANCH OWNERS' ASSOCIATION, INC., hereafter called the "Association" and the address for the initial principal office of this Association is located with the same street and mailing address being 42725 W. Altoona Road, Altoona, Florida 32702-0070, which office may be changed from time to time by action of the Board of Directors.

ARTICLE II

Initial Registered Office and Agent

The street address of the Registered Agent and Resident Agent of this Corporation is at 308 East Fifth Avenue, Mount Dora, Florida 32757, and the name of the Registered Agent and Resident Agent at that address is G. Edward Clement, Esquire.

ARTICLE III

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is

formed are to promote the health, safety and general welfare of the residents within all or any portion of the following described tract of land situate in Lake County, Florida:

The West 1/2 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 Section 31, Township 17 South, Range 27 East Lake County, Florida;

Also, Parcel No. 1:

Beginning at a point on the North line of Section 31, Township 17 South, Range 27 East, which is 331.12 feet East of the North 1/4 Corner of said Section; thence run East 1583.13 feet, more or less, to the Westerly right-of-way of the old Atlantic Coastline Railroad (Astor branch), thence run Southerly along said Westerly right-of-way of the Atlantic Coastline Railroad, said right-of-way being on a curve concave to the Westerly and having a radius of 2804.79 feet, a distance of 363.64 feet to the end of said curve, thence run South 18 degrees 27'4" West 1494.11 feet to the Southeast corner of Lot 21 of Francis J. Hinson's Plat of the Town of Altoona, as the same appears from the Plat filed and recorded in the Public Records of Lake County, Florida; thence run North 71 degrees 29' 41" West along the Southerly line of said Lot 21, 640 feet, more or less, to the waters of Lake Daisy, thence Northwesterly along the waters of Lake Daisy to the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 31, thence run West to the Southwest corner of the East 1/2 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 31, thence North 0 degrees 15'00" West 1320 feet, more or less, to the North line of said Section 31, and the Point of Beginning, LESS the right-of-way of "Demko Road" running along the North boundary of above-described property;

Also, Parcel No. 2:

Commence at the Southeast corner of Lot 21 of Francis J. Hinson's Plan of Altoona, according to the Plat thereof as recorded in the Public Records of Lake County, Florida, and run thence North 71 degrees 29'41" West along the Southerly line of said Lot 21, a distance of 633.39 feet to a concrete monument; thence run North 04 degrees 41'19" East 623.62 feet to a concrete monument and the Point of Beginning for this tract. From said Point of Beginning run North 72 degrees 37'56" West 202.70 feet to a concrete monument; thence run North 16 degrees 59'58" East for 144.03 feet to a concrete monument; thence run South 72 degrees 37'56" East 202.70

feet to a concrete monument; thence run South 16 degrees 59'58" West 144.03 feet to the Point of Beginning;

Also, Parcel No. 3:

Commencing at the North 1/4 corner of Sec. 31, Twp. 17S., Rge. 27E., Lake County, Florida, run East along the North line of the NE 1/4 of said Sec. 31 a distance of 1018.20 ft.; thence South 0 degrees 24'48" W., 25.00 ft. to the South r/w of Demko Road and the Point of Beginning, from said Point of Beginning, run East along said r/w 150.00 ft.; thence South 0 degrees 24'48" W., 1011.41 ft.; thence North 85 degrees 45'59" W., 307.25 ft., thence North 72 degrees 37'56" W., 202.70 ft.; thence North 16 degrees 59'58" E. 214.03 ft.; thence North 78 degrees 17'22" E., 208.15 ft.; thence North 25 degrees 50'08" E., 200.31 ft.; thence North 0 degrees 24'48" E., 500.90 ft. to Point of Beginning;

Also, Parcel No. 4:

All of Lot 21, a part of Lot 22 and a parcel of land lying West of said Lots 21 and 22, more particularly described as follows: Begin at the most Southeasterly corner of Lot 21 and run N. 71 degrees 29'41" W. along the Southerly line of said Lot 21 and the extension of said Southerly line of Lot 21 a distance of 940.0 ft. to a point hereby designated as Point "A"; Return to the P.O.B. and run N. 18 degrees 27'04" E. along the Easterly line of Lot 21 and the Easterly line of Lot 22 for a distance of 231.72 feet; thence N. 71 degrees 29'41" W. parallel with the Southerly line of Lot 22 a distance of 940.0 feet; thence S. 18 degrees 27'04" W., 231.72 feet to intersect the aforementioned Point "A". All being in Francis J. Hinson's Plan of the Town of Altoona, Fla., according to the plat thereof as recorded in Plat Book 1, Page 28 of the Public Records of Lake County, Florida. Containing 5.0 acres, more or less;

LESS AND EXCEPT:

Commencing at the North 1/4 corner of Section 31, Township 17 South, Range 27 East, Lake County, Florida, run East along the North line of the N.E. 1/4 of said Section 31 a distance of 331.12 feet; thence S 00 degrees 15'00" E, 25.00 feet to the South right-of-way of County Road District 5-8376 (Demko Road); thence East along said South right-of-way 268.00 feet to the Point of Beginning; from said Point of Beginning, continue East along said South right-of-way 340.0 feet; thence S 00 degrees 15'00" E, 500.00 feet; thence S 38 degrees 51'33" E, 365.57 feet; thence N 69 degrees 56'09" W, 392.53 feet; thence West 200.00 feet; thence N 00 degrees 15'00" W, 650.00 feet to the Point of Beginning,

and any additions thereto as may hereafter be brought within the jurisdiction of this Association; and the purposes of this Association shall include, without limitation of the foregoing, provision for the maintenance, preservation and architectural control of the lots and Common Area as may now or hereafter be created by the recordation in the Public Records of Lake County, Florida, of that certain "Declaration of Easements, Covenants Conditions and Restrictions of FIDDLER'S GREEN RANCH, as the same from time to time may be amended as therein provided (which Declaration, and all amendments thereto now or hereafter made, are hereafter collectively called the "Declaration") and within any additions to the above described property as may hereafter be brought within the jurisdiction of this Association. For the foregoing purposes, this Association is empowered to:

(a) exercise all of the powers and privileges, and to perform all of the duties and obligations, of this Association as set forth in the Declaration, the terms and provisions of which are here incorporated by reference; and

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

(c) dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Association; and

(d) borrow money, and with the assent of two-thirds (2/3) of the votes of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) dedicate, sell or transfer all or any part of this Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, no such dedication or transfer shall be effective unless an instrument has been signed by members to cast not less than two-thirds (2/3) of the votes of each class of members, agreeing to such dedication, sale or transfer; and

(f) from time to time adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and Common Area, as defined in the Declaration, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation; and

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

(h) cause the exteriors of the residence lots to be maintained, as provided in the Declaration. No part of the net earnings of the Association shall inure to the benefit of any member within the meaning of Section 501(c)(7) of the Internal Revenue Code of 1954, nor shall the Association engage in any other activity prohibited by such section, unless expressly authorized herein.

ARTICLE IV

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. Developer Control. The Developer shall have complete control of the Ranch Owners' Association until after all four (4) lots have been sold by the Developer to third parties. After the fourth lot has been sold, the Developer shall turn over control of the Ranch Owners' Association to the then lot owners subject, however, to the terms and conditions of these declarations

of restrictions. The Developer, after turning over control of the Association to the lot owners, shall be entitled to one (1) vote for each lot that the Developer owns. All provisions pertaining to voting and lien assessments in Articles II, III and IV are suspended until such time as the Developer turns over control of the Ranch Owners' Association to the lot owners.

ARTICLE V

Board of Directors

The affairs of this Association shall be managed by a Board of Directors initially composed of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment to the Bylaws of this Association but shall never be less than three (3). The names and addresses of the persons who are to act in the capacity of Directors until their successors are elected and qualify pursuant to the terms of the Bylaws, unless they sooner shall die, resign or are removed, are:

| <u>NAME</u> | <u>ADDRESS</u> |
|----------------------|---|
| James Barnard | 42725 W. Altoona Road Altoona, FL 32702-0070 |
| Patricia Ann Barnard | 42725 W. Altoona Road Altoona, FL 32702-0070 |
| Scott Barnard | 42725 W. Altoona Road Altoona, FL 32702-0070 |

ARTICLE VI

Officers

The names and addresses of the Officers of this Association who, subject to these Articles and by Bylaws of this Association and the laws of the State of Florida, shall hold office for the

first year of the existence of this Association, or until an election is held by the Directors of this Association for the election of Officers, if earlier, and until their successors have been duly elected and qualify, unless they sooner die, resign or are removed, are:

| <u>NAME</u> | <u>OFFICE</u> | <u>ADDRESS</u> |
|---------------|---|---|
| James Barnard | President Vice President Secretary Treasurer | 42725 W. Altoona Road Altoona, FL 32702-0070 |

ARTICLE VII

Subscriber

The name and residence address of the subscriber to these Articles of Incorporation is as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|---------------|---|
| James Barnard | 42725 W. Altoona Road Altoona, FL 32702-0070 |

ARTICLE VIII

Dissolution

This Association may be dissolved with the assent given in writing and signed by members entitled to case not less than two thirds (2/3) of the votes of each Class of members and upon such approval, if any, as may be required by Article XII hereof. If the Association should be dissolved, the assets shall automatically become property of the owners of the individual lots within the subdivision. Such ownership shall be in common and shall be a 1/6th interest for each lot and shall be appurtenant thereto and

shall pass to successor owner upon conveyance of their respective interest in said lot or lots.

ARTICLE IX

Duration

This Association shall exist perpetually.

ARTICLE X

Bylaws

The Bylaws of this Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws shall be altered or rescinded by a majority vote of a quorum of members entitled to vote present at any regular or special meeting of the membership duly called and convened.

ARTICLE XI

Amendments

Any amendment of these Articles shall be proposed by any member of this Association entitled to vote at any regular or special meeting of the membership duly called and convened and shall require the assent of the members entitled to cast seventy-five percent (75%) of the total votes eligible to be cast by those members entitled to vote.

ARTICLE XII

Interpretation

Express reference is hereby made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the

provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed and applied so as to avoid inconsistencies or conflicting results. Without limitation of the foregoing, the following terms shall have the same meaning in these Articles as such terms have in the Declaration: "Association", "Owner", "Properties", "Common Area", "Lot", "Developer", and "Recorded".

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the sole incorporator of this Association, have executed these Articles of Incorporation this 10th day of December, 1996.

STATE OF NEW YORK
COUNTY OF Rid

James Barnard
JAMES BARNARD

The foregoing instrument was acknowledged before me this 10 day of December, 1996, by JAMES BARNARD, who is personally known to me and ~~did not take an oath, or who produced~~ as identification and did take an oath stating he was indeed the person set forth herein.

THYRE D. L. JON
Notary Public, State of New York
No. 211173
Qualified in Fiddler's Green County
Commission Expires Oct. 30, 1997

Lilly E. Larson
NOTARY PUBLIC:
STATE OF NEW YORK
My commission expires:

ACCEPTANCE OF REGISTERED AND RESIDENT AGENT

I, G. EDWARD CLEMENT, hereby accept the position of Registered and Resident Agent for FIDDLER'S GREEN RANCH OWNERS' ASSOCIATION, INC.

G. Edward Clement
G. EDWARD CLEMENT

corps\barna 1.hoa

N96000006341



FILED
97 JAN 10 PM 4:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032
REFERENCE : 217680 9585A
AUTHORIZATION : Patricia Pygott
COST LIMIT : \$ 87.50

ORDER DATE : January 10, 1997
ORDER TIME : 9:53 AM
ORDER NO. : 217680-005 100002054131--3
CUSTOMER NO: 9585A
CUSTOMER: G. Edward Clement, Esq
Potter Clement And Lowry
308 East Fifth Avenue
Mount Dora, FL 32757

DOMESTIC AMENDMENT FILING

NAME: FIDDLER'S GREEN RANCH
OWNERS' ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Richard W Whittaker
EXAMINER'S INITIALS: _____

RECEIVED
97 JAN 10 PM 12:14
DIVISION OF CORPORATION

AMENDMENT
1-10-97
DC

AMENDMENT TO ARTICLES OF INCORPORATION

OF

FIDDLER'S GREEN RANCH OWNERS' ASSOCIATION, INC

97 JAN 10 PM 4:29
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Florida Statute Section 617.1002, the Articles of Incorporation of the above named corporation are hereby amended as follows:

ARTICLE III is hereby amended to read as follows:

ARTICLE III

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to promote the health, safety and general welfare of the residents within all or any portion of the following described tract of land situate in Lake County, Florida:

The West 1/2 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 17 South, Range 27 East, Lake County, Florida. Less right-of-way for Demko Road, (right-of-way not known) Subject to all easements, rights-of-way and restrictions of record.

AND

Beginning at a point on the North line of Section 31, Township 17 South, Range 27 East, Lake County, Florida, which is 331.12 feet East of the North 1/4 corner; run east 1583.13 feet, more or less, to the Westerly right-of-way of the old A.C.L. Railroad (Astor Branch), thence run Southerly along said Westerly right-of-way of A.C.L. Railroad, said right-of-way being on a curve concave to the Westerly and having a radius of 2804.79 feet a distance of 363.64 feet to the end of said curve; thence S. 18°27'04" W., 1494.11 feet to the Southeast corner of Lot 21 of Francis J. Hinson's plan of the town of Altoona, Florida; thence N. 71°29'41" W., along the Southerly line of Lot 21 for 640.00 feet, more or less, to the waters of Lake Daisey; thence Northerly along lake to the Northerly line of Lot 21; thence N. 71°29'41" W., along the North line of Lot 21 for 120.00 feet, more or less, to the South line of Northwest 1/4 of Northeast 1/4; thence West 405.00 feet, more or less, to the Southwest corner of the East 1/2 of West 1/2 of the Northwest 1/4 of Section 31, Township 17 South, Range 27 East; thence N. 00°15'00" W., 1320.00 feet, more or less, to the North line of said Section 31,

and the Point of Beginning. Less right-of-way of Demko Road running the North boundary of the above described property. Subject to all easements, rights-of-way and restrictions of record. LESS, commencing at the North 1/4 corner of Section 31, Township 17 South, Range 27 East, Lake County, Florida, run East along the North line of the Northeast 1/4 of said Section 31 a distance of 331.12 feet; thence S. 00°15'00" E., 25.00 feet to the South right-of-way of County Road District 5-8376 (Demko Road); thence East along South right-of-way 268.00 feet to the Point of Beginning; from said Point of Beginning, continue East along said South right-of-way 340.00 feet; thence S. 00°15'00" E., 500.00 feet; thence S. 38°51'33" E., 365.57 feet; thence N. 69°56'09" W., 392.53 feet; thence West 200.00 feet; thence N. 00°15'00" W., 650.00 feet to the Point of Beginning. Subject to all easements, rights-of-way and restrictions of record.

and any additions thereto as may hereafter be brought within the jurisdiction of this Association; and the purposes of this Association shall include, without limitation of the foregoing, provision for the maintenance, preservation and architectural control of the lots and Common Area as may now or hereafter be created by the recordation in the Public Records of Lake County, Florida, of that certain "Declaration of Easements, Covenants Conditions and Restrictions of FIDDLER'S GREEN RANCH, as the same from time to time may be amended as therein provided (which Declaration, and all amendments thereto now or hereafter made, are hereafter collectively called the "Declaration") and within any additions to the above described property as may hereafter be brought within the jurisdiction of this Association. For the foregoing purposes, this Association is empowered to:

- (a) exercise all of the powers and privileges, and to perform all of the duties and obligations, of this Association as set forth in the Declaration, the terms and provisions of which are here incorporated by reference; and
- (b) fix, levy, collect and enforce payment of by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all licenses, taxes or governmental charges levied or imposed against the property of this Association; and
- (c) dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Association; and
- (d) borrow money, and with the assent of two-thirds (2/3) of the votes of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as

security for money borrowed or debts incurred; and

(e) dedicate, sell or transfer all or any part of this Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, no such dedication or transfer shall be effective unless an instrument has been signed by members to cast not less than two-thirds (2/3) of the votes of members, agreeing to such dedication, sale or transfer; and

(f) from time to time adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and Common Area, as defined in the Declaration, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation; and

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

(h) cause the exteriors of the residence lots to be maintained, as provided in the Declaration. No part of the net earnings of the Association shall inure to the benefit of any member within the meaning of Section 501(c)(7) of the Internal Revenue Code of 1954, nor shall the Association engage in any other activity prohibited by such section, unless expressly authorized herein.

ARTICLE IV is hereby amended to read as follows:

ARTICLE IV

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. Developer Control. The Developer shall have complete control of the Ranch Owners' Association until after all four (4) lots have been sold by the Developer to third parties. After the fourth lot has been sold, the Developer

shall turn over control of the Ranch Owners' Association to the then lot owners subject, however, to the terms and conditions of these declarations of restrictions. There shall be no specified annual assessment against any Lot in which the Developer owns any interest and is offered for sale by the Developer. Even though there is no specified assessment, the Developer shall be responsible, both morally and financially, for the upkeep and maintenance of those Lots that are owned and offered for sale by the Developer. Notwithstanding the foregoing, any Lot from which Developer derives any rental income shall be assessed at the same amount as hereinabove established for Lots owned by members of the Association, prorated as of the commencement of the rental term. Lots owned by members nevertheless, shall not be liable for more than their proportionate share of the annual assessment, based on the number of Lots owned as compared to the total number of Lots.

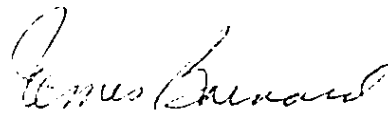
ARTICLE VIII is hereby amended to read as follows:

ARTICLE VIII

Dissolution

This Association may be dissolved with the assent given in writing and signed by members entitled to case not less than two thirds (2/3) of the votes of members and upon such approval, if any, as may be required by Article XII hereof. If the Association should be dissolved, the assets shall automatically become property of the owners of the individual lots within the subdivision. Such ownership shall be in common and shall be a 1/6th interest for each lot and shall be appurtenant thereto and shall pass to successor owner upon conveyance of their respective interest in said lot or lots.

WITNESS WHEREOF, I, the undersigned, have executed the Amendment to Articles of Incorporation in accordance with the Articles of Incorporation resolution approved by a unanimous vote of the one class of members of the corporation and by a vote sufficient for approval of the amendment by the one voting group, this 6th day of January, 1997.



JAMES BARNARD, President and
as the sole member of the
Association and as a member
of the Board of Directors

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 6th day of January, 1997, by JAMES BARNARD of Fiddler's Green Ranch Owners' Association, Inc., a corporation, on behalf of the corporation, who is personally known to me and did not take an oath.



Kathy L. Henderson
NOTARY PUBLIC -
State of Florida
My Commission Expires: