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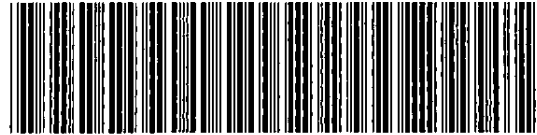
(Business Entity Name)

(Document Number)

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2009 JUN 15 PM 4:10

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2 JUN 16 2009

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: Affidavit to Sec of State for DESOTO RANCH ESTATES IRRV TR

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust \$350.00

OPTIONAL:

Certified Copy \$ 8.75

FROM: Board of Trustees, DESOTO RANCH ESTATES, IRRV TR

Name (Printed or typed)

P.O. Box # 2702

Address

ARCADIA, FLA 34265

City, State & Zip

(941) 737-1609

Daytime Telephone number

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

DESOTO RANCH ESTATES, IRRV TR

A COMMON LAW TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of DESOTO RANCH ESTATES, IRRV TR, a

FLORIDA (Name of Trust)

Trust hereby affirms in order to file or qualify

(State)

DESOTO RANCH ESTATES, IRRV TR, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is P.O. Box 2702
Arcadio, Fla 34265

3. The registered agent and street address in the State of Florida is:

DIXIE PUTNAL NESLAND
28950 SINGLETARY ROAD, MYAKKA CITY, FLORIDA. 34251

4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

Dixie Putnal - Nesland

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.

Zach Putnal

TRUSTEE

Zachary Putnal, Trustee

Name:

Chairman of the Board of Trustees

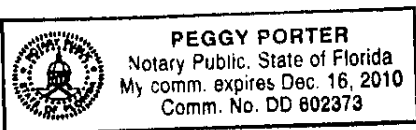
NOTARY

Peggy Porter 6/1/19

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

CR2E063(3/00)



SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2009 JUN 15 PM 4:10

FILED

Declarations of Trust
for
DeSoto Ranch Estates

FILED

2009 JUN 15 PM 4:10

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS TRUST AGREEMENT entered into on the 4th day of October, A.D. 2008 between RUSS PUTNAL RANCHES, LLC, a Florida Limited Liability Company, and their Corporate Officer, RECIE RUSS PUTNAL, PRESIDENT of 10755 Russ Road, Myakka City, Florida, hereinafter EXCHANGER referred to as "TRUSTOR" and the designated fiduciary for the benefit of beneficiaries, hereinafter referred to as "TRUSTEE", agree:

TRUSTEE declares that all property, income and profit now held or acquired after the effective date of this agreement shall be controlled by the Board of Trustees for **DeSoto Ranch Estates**, a pure, private, non-associated, limited liability, irrevocable, common law trust organization (known as the "**Real Estate Trust**") for the benefit of such persons as may from time to time be holders of capital certificate units ("**CCUs**") having beneficial interest in this Real Estate Trust estate, in a way which is set forth in this instrument and any amendments to this instrument.

The TRUSTOR has delivered to the TRUSTEE the following property fully described in Schedule A, attached to and made part of this trust agreement, the receipt of which property is acknowledged by the TRUSTEE.

Trust assets include, but are not limited to:

Thirteen (13) Real Estate lots, pieces or parcels of land, situated, lying and being in the County of MANATEE and CHARLOTTE, State of FLORIDA, as described in full on Schedule A:

Further, such property, together with any other property that may later become subject to this trust, shall constitute the trust estate, and shall be held, administered, and distributed by the TRUSTEE, for the purposes, which are set forth herein.

The TRUSTEE shall have the right to make additions to the corpus of the trust. TRUSTEE shall not be required to accept any proffered additions to the corpus.

In the event that pursuant to **ARTICLE VII** of this trust, any dividends are earned on the corpus/estate, above trust expenses, the dividends shall be added to the trust expense/management account.

I ARTICLE - TYPE OF TRUST. It is hereby declared this trust shall be an irrevocable, common law trust and not be known otherwise, however; similar trusts are sometimes referred to or misknown as a "blind trust," "Massachusetts trust" or "Illinois land trust."

II ARTICLE - NAME AND LOCATION. The adopted, common law name of the trust shall be **DeSoto Ranch Estates**, and in this name the TRUSTEE shall make and execute contracts and all types and kinds of instruments, conduct business, acquire and convey real estate and personal property and sue and be sued.

V ARTICLE - LOSS OR DESTRUCTION OF CERTIFICATES. A new certificate may be issued in place of an old one upon provision of a surety bond or upon such other terms and conditions as are proper and necessary, to be determined by the Board of Trustees. Individual certificates may remain held inside the trust binder for safekeeping, undistributed, but issued.

VI ARTICLE - INSPECTION OF CAPITAL CERTIFICATE RECORDS. The private Register of Capital Certificate Holders and all other records, books or accounts shall be deemed confidential and not open for public disclosure or inspection by any certificate holder or their representative or agent at any time. If determined appropriate by a unanimous or majority vote of the Board of Trustees, certain records concerning exact information and limitations of same to be disclosed, specifically to whom it is to be disclosed and any and all reasons for said disclosure, including specific proof of jurisdiction where applicable may be authorized.

VII ARTICLE - DIVIDENDS. The TRUSTEE may distribute net earnings received by *DeSoto Ranch Estates* in their own discretion, and when they deem it to be proper and advisable for the educational and scholastic needs of the beneficiaries. After the last beneficiaries have completed their education, the TRUSTEE shall continue to distribute equally among the certificate holders, as directed by the instructions found in *DeSoto Ranch Estates* "Letter of Wishes." Whether distributed or not, if any income remains, it shall at all times be deemed to be principal and allocated to the corpus/estate.

VIII ARTICLE - RIGHTS OF CERTIFICATE HOLDERS. The rights of individual certificate holders shall at all times be subject to all the terms and conditions expressed on the face of each Capital Certificate and this declaration of *DeSoto Ranch Estates*.

No certificate holder shall have the right to vote, manage or control the property, affairs or business of the *DeSoto Ranch Estates*, or any power to control TRUSTEE in these respects or the right to an accounting or partition of the trust property (corpus/estate) during the duration of this irrevocable trust.

IX ARTICLE - LIABILITIES OF CERTIFICATE HOLDERS. Certificate holders shall not be liable for any assessment and TRUSTEE shall have no power to bind the certificate holders personally.

No amendment shall be made to this declaration increasing the liability of the individual certificate holder, without the written consent of all the certificate holders.

Every document and correspondence executed by the TRUSTEE shall have in writing a stipulation, which holds the beneficiaries not liable for any debt, demand or liability incurred in connection with this Real Estate Trust. However, failure of the stipulation to appear does not render any certificate holder personally liable.

The interest of each sole beneficiary in the principal or future income of the trust hereunder shall at all times be free from the control or interference of any spouse of a married beneficiary. A capital certificate holder shall at no time have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interests in *DeSoto Ranch Estates* corpus/estate in any way; nor shall at any time such interest in any manner be liable for or subject to the debts, liabilities, obligations of or claims against such beneficiaries.

XV ARTICLE - COMPENSATION OF TRUSTEE. TRUSTEE shall be compensated, as they deem reasonable and proper. They shall fix the compensation, if any, of all officers and agents appointed by them. No TRUSTEE shall at any time be considered an "employee" of the trust. Nor shall any TRUSTEE be required to obtain letters of authority from, or the approval of any court in the exercise of any power conferred upon him or her of that office, nor shall any TRUSTEE or signatory for the same, at any time be required to swear, take an oath or to furnish any bond or other security, unless the Board of Trustees of **DeSoto Ranch Estates** by appropriate Minute, shall at that time require such bond or security.

XVI ARTICLE - GENERAL FUNCTIONS AND POWERS OF THE TRUSTEE. The Board of Trustees for **DeSoto Ranch Estates** shall at all times hold legal title to all property in its own name (i.e. **DeSoto Ranch Estates**) in fee simple, as if they were absolute owners, to all the property at any time belonging to this trust and have absolute control of such property, subject to the limitation in this trust. In accordance with **ARTICLE IX**, such corpus/estate assets shall not be subject to the personal debts or torts of the TRUSTEE, Beneficiaries, Certificate Holders or any officer, agent or personnel thereof. A TRUSTEE as fiduciary also has the right to acquire property for the trust as they see proper and necessary to benefit this trust.

TRUSTEE may sue and be sued and prosecute and defend any and all actions affecting the trust or its business or property, either in the name of the trust or their own names.

TRUSTEE may adopt and enforce such bylaws or rules and regulations, not consistent with the provisions of this instrument they deem to be expedient, under the customs, traditions and usages of the common law, including but not limited to the power:

- (a) To make any type of transaction for the benefit of the corpus/estate, to buy, sell, employ employees, contract with independent contractors or subcontractors, underwrite, exchange or otherwise acquire, hold title to and/or encumber property or hypothecate by mortgage, or deed, or trust, or pledge, finance, refinance or otherwise take any measures they deem appropriate to expand the capital of the corpus/estate assets for **DeSoto Ranch Estates**.
- (b) To engage in any other business or business act or activity, as a natural individual, which is not specifically prohibited under any law of the government of the host country or any political subdivision thereof or therein.
- (c) To do all such things as are incidental to this Real Estate Trust as the Board of Trustees for **DeSoto Ranch Estates** may at any time think conducive to the attainment of all or any of the within objects or good and proper intents.

In the event the annual expenses become due on the corpus of the trust, the TRUSTEE may pay the costs from the reserve. In the event that the reserve is not sufficient to pay any expenses due, the TRUSTEE shall have no obligation to make any advances. The TRUSTEE shall in the trustee's sole discretion be entitled to:

- (d) convert the property or any other assets into cash; or

Any TRUSTEE or individual appointed by the Board of **DeSoto Ranch Estates** is hereby authorized to deposit cash, checks [United States dollars or other currencies or funds] into any such bank account or money market account or safe deposit box and to make withdrawals from the same. Further, said designated signatories are hereby authorized to open any margin accounts with any securities firm, to buy and sell any of the following: bonds and government obligations, stocks, puts and calls, options, futures contracts, currency, precious metals and precious gems by any means of ownership or control and/or futures contracts on said commodities and/or to buy and sell commodities as well as stock, bond and money market mutual funds. To hold securities or other property in the TRUSTEE's own name or in the name of the trust ("**DeSoto Ranch Estates**,") without disclosing any fiduciary relationship or named beneficiary.

Only one (1) signature shall be at any time required to sign checks or any related bank instrument or documents, unless specified by subsequent meeting minute or resolution. Any one of the TRUSTEE may at any time place orders, or order the transfer of funds in this Real Estate Trust, or otherwise direct the activities of this or any bank or brokerage account opened in the name of **DeSoto Ranch Estates**.

XVIII ARTICLE - LIABILITY OF TRUSTEE. NOTICE is hereby given to any and all individuals, persons or legal entities doing business with, extending credit to, contracting with or having a claim against **DeSoto Ranch Estates**, the Board of Trustees are not individually or severally liable when dealing with trust property or matters, and such parties must look only to the assets of **DeSoto Ranch Estates** for payment of or settlement on any debt, tort, damage, judgment or decree, or for any indebtedness which shall become payable thereunder. No TRUSTEE or signatory designated by same shall at any time be liable for the act or omission of a Co-TRUSTEE or any other individual or person, whatsoever, whether employed by such TRUSTEE or not, or for anything other than his, her or its own personal breach of the Trust contract.

A TRUSTEE shall not be personally liable for an act or duty carried out on behalf of the Trust and a stipulation to this effect may be inserted into any document and an omission of such stipulation shall not deem a TRUSTEE personally responsible, similar to the provision found in Article IX. Any claim against a TRUSTEE who acted as a fiduciary, in the interest of the Trust, shall be against the property of the Trust and not the TRUSTEE personally. A TRUSTEE is indemnified by and reimbursed from any personal liability, loss or damage incurred or suffered while performing any act or duty authorized or permitted by the Declaration of Trust or any amendment, minute or resolution to this Declaration: but such indemnity shall be limited to the trust corpus/estate. The TRUSTEE is not liable for any loss sustained or incurred by this trust, other than for fiduciary misconduct and/or malfeasance.

It is herein expressly provided that the Board of Trustees of **DeSoto Ranch Estates** shall never, at any time either possess or exercise any power which would by its possession or exercise cause the income of this trust, taxable under the provisions of any host government or political subdivision thereof, including, but not limited to the Internal Revenue Code, Title 26, of the United States Code.

XIX ARTICLE - AMENDMENTS. This document may be amended, except in regards to the liability of capital certificate holders, with the consent of the Board of Trustees. All members of the Board of Trustees must be notified of any meeting, which holds such a matter, at the situs address held in the Trust's books.

Receipt of the above stated assets acknowledged:

/s/ Zach R. Putnal
ZACHARY PUTNAL, as TRUSTEE

STATE OF FLORIDA)
) ss.
COUNTY OF MANATEE)

ZACHARY PUTNAL, TRUSTEE, who is personally known to me or who produced a Driver's License as identification and who did not take an oath, personally appeared before me and acknowledged the execution of this Real Estate Trust, for the purpose set forth herein.

Witness my hand and official seal, this 4th day of October,
A.D. 2008.

Dorothy Woods
Notary Public

My commission expires: Aug. 26, 2011



Dorothy Woods
COMMISSION # DD673521
EXPIRES: AUG. 26, 2011
WWW.AARONNOTARY.com

TRUST AGREEMENT OF DESOTO RANCH ESTATES

Subscribed, attested and acknowledged before me by
ZACHARY PUTNAZ, **TRUSTEE**, subscribed and attested to
before me a Notary Public, duly authorized in the State and County
aforesaid to take acknowledgements and by:
DAVID SIMMONS, LINDA SIMMONS
and _____, the three (3) witnesses, this
4th day of October, A.D. 2008.

WITNESS my hand and official seal in the County and State last
aforesaid:

S E A L



Dorothy Woods
COMMISSION #DD673521
EXPIRES: AUG. 26, 2011
WWW.AARONNOTARY.com

Dorothy Woods
NOTARY PUBLIC