



THE UNITED STATES  
CORPORATION  
COMPANY

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ORDER DATE : January 10, 1997

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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

*A MENDMENT*  
*1-10-97*

*DC*

AMENDMENT TO ARTICLES OF INCORPORATION

OF

FIDDLER'S GREEN RANCH OWNERS' ASSOCIATION, INC.

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.

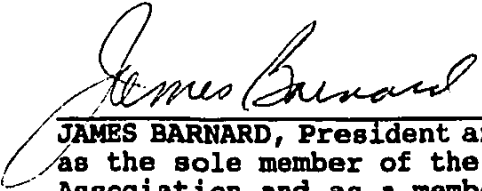
ARTICLE VIII is hereby amended to read as follows:

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: