



## SUBMITTAL SUMMARY REPORT 33595

**PLAN NAME:** DAVE & ANNE QUANBECK DIVISION (FOR MSBU)      **LOCATION:** 13430 NW HWY 225  
REDDICK,

**APPLICATION DATE:** 11/06/2025      **PARCEL:** 05949-001-00

**DESCRIPTION:**

<b>CONTACTS</b>	<b>NAME</b>	<b>COMPANY</b>
Applicant	Lee Clymer	Clymer Farney Barley, Inc.
Applicant	Lee Clymer	Clymer Farney Barley, Inc.
Engineer of Record	Lee Clymer	Clymer Farney Barley, Inc.
Engineer of Record	Lee Clymer	Clymer Farney Barley, Inc.

<b>SUBMITTAL</b>	<b>STARTED</b>	<b>DUUE</b>	<b>COMPLETE</b>	<b>STATUS</b>
OCE: Waiver Request Review v.	11/06/2025	11/13/2025	12/09/2025	Requires Re-submit
OCE: Waiver Request Review v.	12/10/2025	12/19/2025	12/29/2025	Requires Re-submit
OCE: Waiver Request Review v.	12/29/2025	01/08/2026	01/08/2026	Requires Re-submit
OCE: Waiver Request Review v.	01/08/2026	01/20/2026		Approved

### SUBMITTAL DETAILS

**OCE: Waiver Request Review v.1**

<b>ITEM REVIEW NAME (DEPARTMENT)</b>	<b>ASSIGNED TO</b>	<b>DUUE</b>	<b>COMPLETE</b>	<b>STATUS</b>
Environmental Health (Plans) (Environmental Health)		11/13/2025	12/09/2025	Requires Re-submit
Fire Marshal (Plans) (Fire)	Jonathan Kenning	11/13/2025	12/05/2025	Deny
Comments	No documents carried over from E-Plans. Rejecting per email.			
Growth Services Planning & Zoning (DR) (GS Planning and Zoning)	Kathleen Brugnoli	11/13/2025	12/08/2025	Requires Re-submit
Comments	Please upload documents			
Landscape (Plans) (Parks and Recreation)	Susan Heyen	11/13/2025	11/19/2025	Informational
Comments	n/a			
OCE Design (Plans) (Office of the County Engineer)		11/13/2025	12/09/2025	Requires Re-submit
OCE Property Management (Plans) (Office of the County Engineer)	Elizabeth Woods	11/13/2025	11/26/2025	Not Required
Comments	ROW does not review this type of plan			
OCE Stormwater (Permits & Plans) (Office of the County Engineer)	Alexander Turnipseed	11/13/2025	11/20/2025	Requires Re-submit
Comments	2.16.1.(8)(a) thru (g) - Agricultural Lot Split (Not Resolved) - 2.16.1.(8)(a) thru (g) - Agricultural Lot Split: An Easement Agreement that include provisions for the construction and maintenance of the common area improvements (i.e. the roads and stormwater controls) is required for this waiver in addition to a signed assessment mitigation credit application			
OCE Survey (Plans) (Office of the County Engineer)	Theresa Smail	11/13/2025	11/26/2025	Approved
OCE Traffic (Permits & Plans) (Office of the County Engineer)		11/13/2025	11/12/2025	Approved
Comments	INFO LDC 2.16.1B(8)(g) Applicability DENIED - There is no backup information for this waiver.			
OCE Utilities (Plans) (Utilities)	Heather Proctor	11/13/2025	11/26/2025	Approved
Comments	Parcel 05949-001-00 is within the Marion County Utilities (MCU) service area but is currently outside of the connection distance to public water and sewer. The nearest existing water and wastewater infrastructure is approximately 9+ miles from the site. Marion County Utilities has no comment on the Waiver for an MSBU.			
Additional comments for Utility Easement have been made on AR# 33594				
The parcel is located outside both the Springs Protection Zone and the Urban Growth Boundary.				

**OCE: Waiver Request Review v.2**

# SUBMITTAL SUMMARY REPORT (33595)

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUEDUE	COMPLETE	STATUS
Environmental Health (Plans) (Environmental Health)	Evan Searcy	12/19/2025	12/23/2025	Approved
Fire Marshal (Plans) (Fire)	Jonathan Kenning	12/19/2025	12/11/2025	Approved
Growth Services Planning & Zoning (DR) (GS Planning and Zoning)	Kathleen Brugnoli	12/19/2025	12/12/2025	Approved
Comments	DEFER TO MSBU			
Landscape (Plans) (Parks and Recreation)	Susan Heyen	12/19/2025	12/11/2025	Not Required
OCE Design (Plans) (Office of the County Engineer)	Gerald Koch	12/19/2025	12/11/2025	Not Required
OCE Property Management (Plans) (Office of the County Engineer)		12/19/2025	12/12/2025	Informational
Comments	ROW is not a reviewer on waivers -EMW 12.12.25			
OCE Stormwater (Permits & Plans) (Office of the County Engineer)	Alexander Turnipseed	12/19/2025	12/11/2025	Requires Re-submit
Corrections	2.16.1.(8)(a) thru (g) - Agricultural Lot Split (Not Resolved) - 2.16.1.(8)(a) thru (g) - Agricultural Lot Split: A signed assessment mitigation credit application is required			
OCE Survey (Plans) (Office of the County Engineer)		12/19/2025	12/17/2025	Not Required
OCE Traffic (Permits & Plans) (Office of the County Engineer)	Chris Zeigler	12/19/2025	12/11/2025	Requires Re-submit
Corrections	2.16.1.B(8)(f)5 - Maintenance (Not Resolved) - 2.16.1.B(8)(f)5 - Maintenance: A note must be provided stating that the he Board of County Commissioners of Marion County, Florida, shall have no responsibility, duty, or liability whatsoever regarding such streets or easements.			
Corrections	2.16.1.B(8)(e) - Access onto public road (Not Resolved) - 2.16.1.B(8)(e) - Access onto public road: Each lot within the Ag-Lot Split must front on a paved private road or access easement.			
Corrections	2.16.1.B(8)(f)3 - Connection to public road (Not Resolved) - 2.16.1.B(8)(f)3 - Connection to public road: The roadway or easement must connect to a publicly maintained roadway. The connection must meet driveway spacing requirements and must be paved for a width of 20 feet and for a length of 20 feet beyond the public right-of-way.			
Corrections	2.16.1.B(8)(f)6 - Traffic signs (Not Resolved) - 2.16.1.B(8)(f)6 - Traffic signs: Street name signs and a stop sign must be installed at the connection to the publicly maintained road. The signs must be installed in accordance with the standard details found in Section 7.3.1. The sign details or notes must be included on the plan and the signs must be installed prior to recording of the easement. A driveway permit is required for the driveway construction and sign installation.			
OCE Utilities (Plans) (Utilities)	Heather Proctor	12/19/2025	12/11/2025	Approved
Comments	Parcel 05949-001-00 is within the Marion County Utilities (MCU) service area but is currently outside of the connection distance to public water and sewer. The nearest existing water and wastewater infrastructure is approximately 9+ miles from the site. Marion County Utilities has no comment on the Waiver for an MSBU. Additional comments for Utility Easement have been made on AR# 33594.			
The parcel is located outside both the Springs Protection Zone and the Urban Growth Boundary.				

## OCE: Waiver Request Review v.3

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUEDUE	COMPLETE	STATUS
Environmental Health (Plans) (Environmental Health)		01/08/2026	01/07/2026	Approved
Comments	Per Land Development Mgr			
Fire Marshal (Plans) (Fire)	Roxanna Coleman	01/08/2026	12/29/2025	Approved
Growth Services Planning & Zoning (DR) (GS Planning and Zoning)	Kathleen Brugnoli	01/08/2026	12/30/2025	Approved
Comments	Defer to MSBU for waiver.			
Landscape (Plans) (Parks and Recreation)	Susan Heyen	01/08/2026	12/30/2025	Informational
Comments	no comments			
OCE Design (Plans) (Office of the County Engineer)	Gerald Koch	01/08/2026	01/07/2026	Approved
OCE Property Management (Plans) (Office of the County Engineer)		01/08/2026	01/07/2026	Approved
Comments	Per Land Development Mgr			
OCE Stormwater (Permits & Plans) (Office of the County Engineer)	Alexander Turnipseed	01/08/2026	12/31/2025	Informational
Comments	A signed assessment mitigation credit application as well as POA documents have been provided			
OCE Survey (Plans) (Office of the County Engineer)	Theresa Smail	01/08/2026	01/06/2026	Not Required
OCE Traffic (Permits & Plans) (Office of the County Engineer)	Chris Zeigler	01/08/2026	12/29/2025	Requires Re-submit
Comments	Please address all previous comments			

# SUBMITTAL SUMMARY REPORT (33595)

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUEDUE	COMPLETE	STATUS
OCE Traffic (Permits & Plans) (Office of the County Engineer)	Chris Zeigler	01/08/2026	12/29/2025	Requires Re-submit
Corrections	2.16.1.B(8)(e) - Access onto public road (Not Resolved) - 2.16.1.B(8)(e) - Access onto public road: Each lot within the Ag-Lot Split must front on a paved private road or access easement.			
Corrections	2.16.1.B(8)(f)5 - Maintenance (Not Resolved) - 2.16.1.B(8)(f)5 - Maintenance: A note must be provided stating that the he Board of County Commissioners of Marion County, Florida, shall have no responsibility, duty, or liability whatsoever regarding such streets or easements.			
Corrections	2.16.1.B(8)(f)3 - Connection to public road (Not Resolved) - 2.16.1.B(8)(f)3 - Connection to public road: The roadway or easement must connect to a publicly maintained roadway. The connection must meet driveway spacing requirements and must be paved for a width of 20 feet and for a length of 20 feet beyond the public right-of-way.			
Corrections	2.16.1.B(8)(f)6 - Traffic signs (Not Resolved) - 2.16.1.B(8)(f)6 - Traffic signs: Street name signs and a stop sign must be installed at the connection to the publicly maintained road. The signs must be installed in accordance with the standard details found in Section 7.3.1. The sign details or notes must be included on the plan and the signs must be installed prior to recording of the easement. A driveway permit is required for the driveway construction and sign installation.			
OCE Utilities (Plans) (Utilities)		01/08/2026	01/07/2026	Approved
Comments	Per Land Development Mgr			

## OCE: Waiver Request Review v.4

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUEDUE	COMPLETE	STATUS
OCE Traffic (Permits & Plans) (Office of the County Engineer)	Chris Zeigler	01/20/2026	01/09/2026	Approved
Corrections	2.16.1.B(8)(f)6 - Traffic signs (Resolved) - 2.16.1.B(8)(f)6 - Traffic signs: Street name signs and a stop sign must be installed at the connection to the publicly maintained road. The signs must be installed in accordance with the standard details found in Section 7.3.1. The sign details or notes must be included on the plan and the signs must be installed prior to recording of the easement. A driveway permit is required for the driveway construction and sign installation.			
Corrections	2.16.1.B(8)(f)3 - Connection to public road (Resolved) - 2.16.1.B(8)(f)3 - Connection to public road: The roadway or easement must connect to a publicly maintained roadway. The connection must meet driveway spacing requirements and must be paved for a width of 20 feet and for a length of 20 feet beyond the public right-of-way.			
Corrections	2.16.1.B(8)(e) - Access onto public road (Resolved) - 2.16.1.B(8)(e) - Access onto public road: Each lot within the Ag-Lot Split must front on a paved private road or access easement.			
Corrections	2.16.1.B(8)(f)5 - Maintenance (Resolved) - 2.16.1.B(8)(f)5 - Maintenance: A note must be provided stating that the he Board of County Commissioners of Marion County, Florida, shall have no responsibility, duty, or liability whatsoever regarding such streets or easements.			



## Marion County Board of County Commissioners

### Office of the County Engineer

412 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-671-8686  
Fax: 352-671-8687

## DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM

Submit the following items for various types of waiver requests to the Office of County Engineer, Development Review, located at 412 SE 25th Avenue Ocala, FL 34471. Waiver requests will not be processed without the required attachments and fees as indicated. If paying by credit card, there is a 2.65% service fee for all credit card transactions bring the fee total to \$307.95. Waivers and required documentation may be submitted on paper or via email to [DevelopmentReview@marionfl.org](mailto:DevelopmentReview@marionfl.org).

### **A. LAND DEVELOPMENT CODE WAIVERS:**

1. Waiver request form filled out completely.
2. Waiver fee of \$300.00 for one or more waivers submitted at the same time (cash, credit card, or check made payable to Marion County BCC).
3. One site plan:
  - a. Clearly indicate the locations of existing and proposed improvement(s) on the site.
  - b. Include the dimensions and/or square footage of the proposed improvement(s).
  - c. Clearly identify adjacent streets.
  - d. Clearly identify existing and/or proposed driveways.
  - e. Indicate which direction is north.
4. If economics is a reason for the waiver request, then provide a cost analysis or industry quote from contractors or professionals licensed to perform such services indicating the cost to comply with the Land Development Code versus the cost saved by obtaining a waiver request.

### **B. FAMILY DIVISION WAIVERS:**

1. Zoning Department review and sign off are required prior to submittal to the Office of the County Engineer.
2. Waiver request form filled out completely.
3. In Section D, include how many acres is being divided from parcel and to which family member(s) (relationship to the property owner).
4. Waiver fee of \$300.00 (cash, credit card, or check made payable to Marion County BCC).
5. Copy of the deed to verify property ownership. The deed may be obtained from the Clerk of the Court's website at [www.marioncountyclerk.org](http://www.marioncountyclerk.org).
6. One site plan or aerial photo showing the proposed division(s), the acreage of the parent (remaining) parcel, and the acreage of each proposed division. Indicate all existing and proposed driveways and easements from County road(s) along with the road name(s). An aerial photo may be obtained from <https://marioncountyfl.maps.arcgis.com/apps/webappviewer/index.html?id=83214c006f4247cea3f68867496a0e4e>



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412 SE 25th Ave.  
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Fax: 352-671-8687

## DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM

Date: 11/05/2025 Parcel Number(s): 05949-001-00 Permit Number: \_\_\_\_\_

### A. PROJECT INFORMATION: Fill in below as applicable:

Project Name: DAVE & ANNE QUANBECK DIVISION Commercial  Residential   
Subdivision Name (if applicable): OLYMPIC HILL, AN AGRICULTURAL LOT SPLIT  
Unit \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_ Tract 3 \_\_\_\_\_

### B. PROPERTY OWNER'S AUTHORIZATION: The property owner's signature authorizes the applicant to act on the owner's behalf for this waiver request. The signature may be obtained by email, fax, scan, a letter from the property owner, or original signature below.

Name (print): DAVE & ANNE QUANBECK  
Signature: \_\_\_\_\_  
Mailing Address: 13440 NW HWY 225 City: REDDICK  
State: FL Zip Code: 32686 Phone #: 540-454-3247  
Email address: ANNA@THEQUANBECKS.COM

### C. APPLICANT INFORMATION: The applicant will be the point of contact during this waiver process and will receive all correspondence.

Firm Name (if applicable): CLYMER FARNER BARLEY SURVEY Contact Name: GARY MILAM  
Mailing Address: 2100 S.E. 17TH STREET, SUITE 202 City: OCALA  
State: FL Zip Code: 34471 Phone #: 352-812-8812  
Email address: GMILAM@CFB-INC.COM

### D. WAIVER INFORMATION:

Section & Title of Code (be specific): 2.16.1B8G  
Reason/Justification for Request (be specific): MSBU WAIVER FOR MAINTENANCE OF NEWLY  
CREATED IMPROVEMENTS  
\_\_\_\_\_  
\_\_\_\_\_

### DEVELOPMENT REVIEW USE:

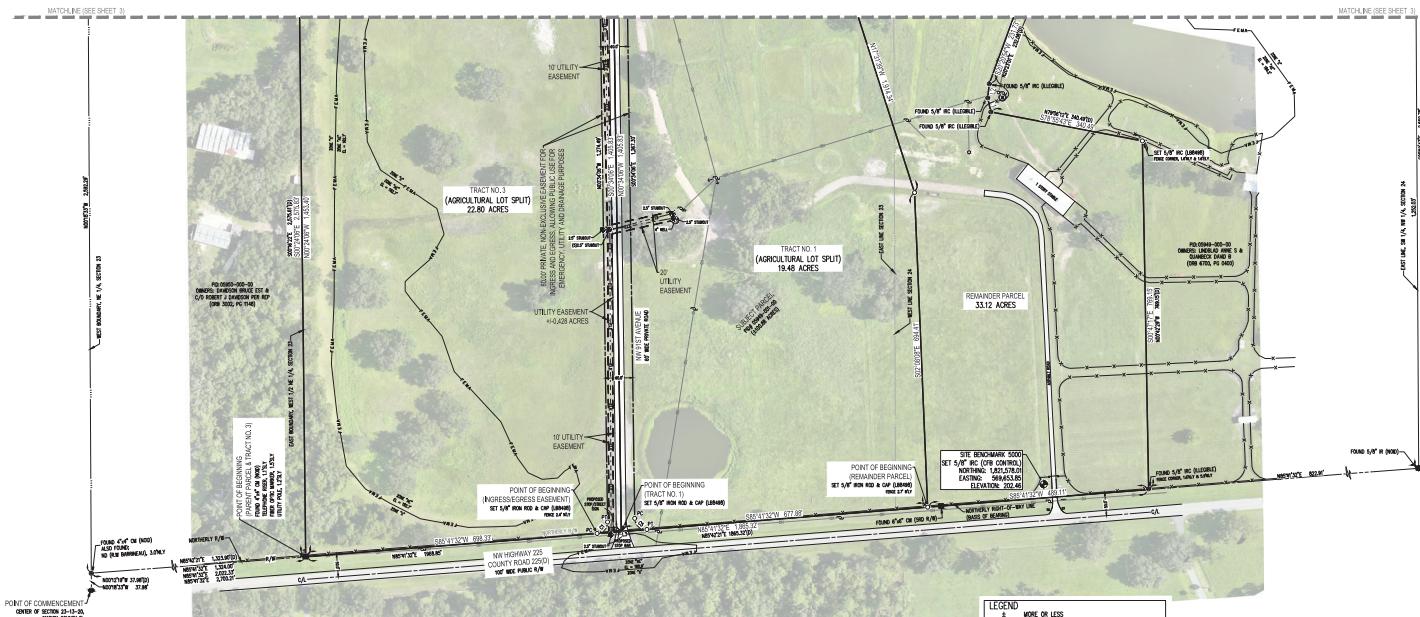
Received By: \_\_\_\_\_ Date Processed: \_\_\_\_\_ Project #: \_\_\_\_\_ AR #: \_\_\_\_\_

**ZONING USE:** Parcel of record: Yes  No   
Zoned: \_\_\_\_\_ ESOZ: \_\_\_\_\_ P.O.M. \_\_\_\_\_ Land Use: \_\_\_\_\_ Plat Vacation Required: Yes  No   
Date Reviewed: \_\_\_\_\_ Verified by (print & initial): \_\_\_\_\_



BOUNDARY SURVEY  
FOR  
OLYMPIC HILL, AN AGRICULTURE LOT SPLIT  
PID# 05949-001-400  
SECTION 23 & 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST  
MARION COUNTY, FLORIDA

PID# 05949-001-00  
SECTION 23 & 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST  
MARION COUNTY, FLORIDA



CURVE TABLE						LINE TABLE		
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD ANGLE	LINE ID	BEARING	DISTANCE
C1	25.00'	86°51'36"	37.64'	34.53'45.4"	34.19'	L1	330°20'36"E	31.87'
C5	25.00'	87°45'22"	40.30'	34.72'87.7"	36.49'	L2	508°57'35"E	31.36'

**LEGEND**

CON	MORE OR LESS
CONCRETE	
FB	
LB	LICENSED BUSINESS
OD	OPEN DRAINAGE
POW	POINT OF WORK
PVN	POINT OF VEHICLE IDENTIFICATION NUMBER
PC	PAZE
PD	POINT OF DIRECTION
FED	FEDERAL ENERGY MANAGEMENT AGENCY
OK	OVERHEAD UTILITY
CU	CONCRETE
R/W	RIGHT-OF-WAY
CD	CONCRETE MONUMENT
IR	IRON
RC	IRON AND CAP
INC	IRON CAP
NOD	NO IDENTIFICATION
NA	NOT APPLICABLE
S&A	GENERAL CIRCULAR DIRECTION (NORTHERLY, ETC)
PC	POINT OF CURVATURE
PCP	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PPC	POINT OF PARALLEL CURVATURE
PNT	POINT OF NON-TANGENCY



SHEET 02 OF 04      BOUNDARY SURVEY  
FOR  
OLYMPIC HILL, AN AGRICULTURE LOT SPLIT

**BOUNDARY SURVEY  
FOR  
EFFECT 03 OF 04**

100

104 05449-001-00  
SECTION 23 & 24,  
TRACT 13, SECTION, RANGE 20, EAST  
MARION COUNTY, FLORIDA

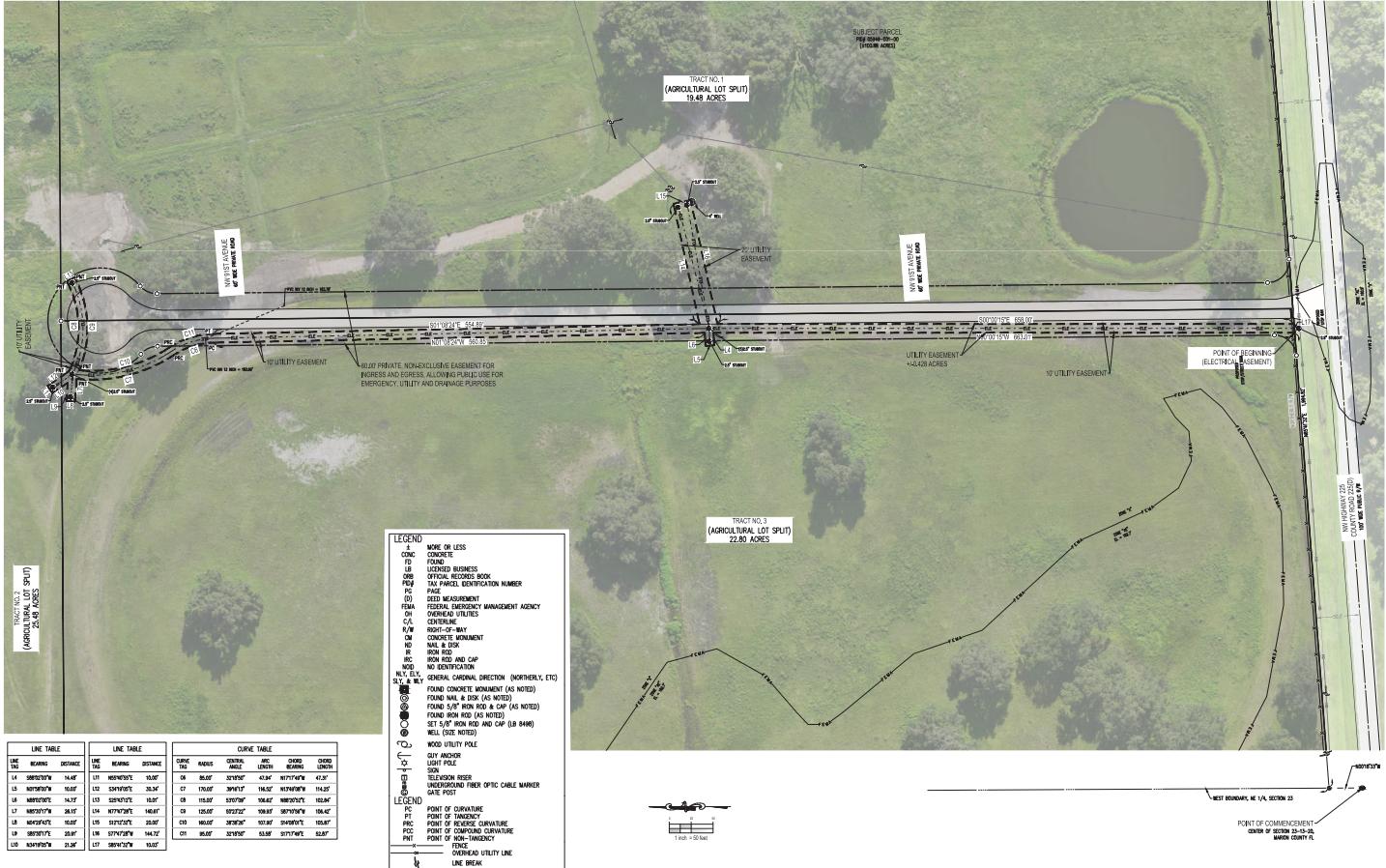
**BOUNDARY SURVEY  
FOR  
MILL, AN AGRICULTURE LOT SPLIT**

BOUNDARY SURVEY  
FOR  
OLYMPIC HILL, AN AGRICULTURE LOT SPLIT  
PID# 059345-01-00  
SECTION 23 & 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST  
MARION COUNTY, FLORIDA



**SKETCH OF DESCRIPTION  
FOR  
OLYMPIC HILL ELECTRIC EASEMENT  
PID# 05949-001-00  
SECTION 14, TOWNSHIP 10, RIVERDALE, MONTGOMERY COUNTY, PENNSYLVANIA**

SECTION 23, TOWNSHIP 13 SOUTH, RANGE 20 EAST  
MARION COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	DISTANCE
L4	S88°32'00" W	14.87'
L5	N07°45'00" E	16.07'
L6	S88°00'00" E	14.73'
L7	N85°30'17" W	26.17'
L8	N04°29'45" E	16.07'
L9	S88°30'17" W	26.17'
L10	N34°18'20" E	21.35'

CURVE TABLE					
Curve Tag	Radius	Central Angle	Arc Length	Chord Bearing	Chord Length
C6	85.00'	31°17'55"	43.94'	117°17'49"E	47.35'
C7	170.00'	31°17'55"	116.52'	117°17'49"E	114.25'
C8	115.00'	50°57'00"	106.62'	108°20'50"E	102.94'
C9	125.00'	57°27'22"	108.87'	58°57'00"E	106.42'
C10	160.00'	31°56'26"	101.89'	54°58'00"E	105.88'
C11	95.00'	31°17'55"	53.59'	117°17'49"E	52.87'

SHEET 04 OF 04  
BOUNDARY SURVEY  
FOR  
OLYMPIC HILL, AN AGRICULTURE LOT SPLIT

**ARTICLES OF INCORPORATION  
OF  
OLYMPIC HILL PROPERTY OWNERS' ASSOCIATION, INC.**

In compliance with the requirements of the laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and does hereby certify:

**ARTICLE 1.  
Name and Address**

The name of the Corporation is **OLYMPIC HILL PROPERTY OWNERS' ASSOCIATION, INC.**, hereinafter called the "Association". Its street address is 13440 NW HWY 225, Reddick, FL 32686-3519 and its mailing address is 13440 NW HWY 225, Reddick, FL 32686-3519

**ARTICLE 2.  
Registered Agent**

The name of the Registered Agent is **ANNE S. LINDBALD**, whose street address is 13440 NW HWY 225, Reddick, FL 32686-3519.

**ARTICLE 3.  
Definitions**

All definitions in the Declaration of Easements and Covenants for **OLYMPIC HILL, AN AGRICULTURAL LOT SPLIT** (the "Declaration"), to which a copy of these Articles is attached as Exhibit "D", are incorporated herein by reference and made a part hereof.

**ARTICLE 4.  
Purpose and Definitions**

**Section 4.1** **Purpose.** The primary purpose of this Association is to create an entity to provide a forum for discussion and communication among the Owners of property in OLYMPIC HILL and to facilitate and assure the maintenance and operation of such property as may be subjected to the terms of the Declaration pursuant to its terms, including but not limited to the Access Easement and drainage facilities.

**Section 4.2** **Nonprofit Character of Association.** The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The Association shall make no distributions of income to its Members, Directors or Officers.

## **ARTICLE 5.**

### **Powers**

The Association shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, and those reasonably necessary to operate and maintain the Association including the following:

**Section 5.1** To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as recorded in the Public Records of Marion County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

**Section 5.2** To establish, levy, collect, and disburse adequate assessments against Members of the Association for the cost of maintenance, operation and upkeep of the Access Easement, including roadways and the Surface Water Management System Facilities located within OLYMPIC HILL.

**Section 5.3** To manage, operate, maintain, repair and improve the Access Easement and any Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas located within OLYMPIC HILL or any property owned by another third party for which the Association by rule, regulation, Declaration or contract has a right or duty to provide such services. The Association shall operate, maintain, and manage the Surface Water Management System Facilities in a manner consistent with the Southwest Florida Water Management District requirements and applicable district rules, and shall assist in the enforcement of the Declaration which relate to the Surface Water Management System Facilities.

## **ARTICLE 6.**

### **Membership**

The Declarant and every Owner of a Tract as defined in the Declaration shall be a member of the Association. Except for the Declarant, membership shall be appurtenant to and may not be separated from ownership of any Tract. All members agree to be bound by the terms and provisions of these Articles of Incorporation and such Bylaws and operating procedures as may be promulgated by the Association from time to time.

## **ARTICLE 7.**

### **Voting Rights**

**Section 7.1** The Declarant, until three (3) of the Tracts within the Subject Property have been sold, shall be entitled to three (3) votes for each Tract owned.

**Section 7.2** Each Owner of a Tract shall be entitled to one (1) vote for each Tract owned. When one or more persons hold an interest in any Tract, all such persons shall be members of the Association, but in no event shall more than one vote be cast with respect to any single Tract. In the event all of the Owners of a Tract cannot agree on any vote, no vote shall be cast for such Tract; provided, however, that the Association may conclusively rely on the vote cast by any of the Owners of a Tract as being authorized by all such Owners unless the Association has been notified in writing to the contrary by one or more such Owners.

## **ARTICLE 8.** **Board of Directors**

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons who need not be members of the Association. The first Board shall consist of four (4) Directors. Thereafter, the number of Directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

The first election of Directors shall be held between twelve (12) months and fifteen (15) months after the filing of the Articles of Incorporation with the Secretary of State. Three (3) Directors shall be elected at this first election, each for a term of one (1) year. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for a one (1) year term. At the expiration of any term, any Director may be re-elected. The Directors shall be elected by the vote of a majority of the votes to be cast thereon at a meeting at which a quorum of the Members is present.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The names and addresses of the member of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<b><u>Name</u></b>	<b><u>Address</u></b>
<b>ANNE S. LINDBLAD</b>	<b>13440 NW HWY 225, Reddick, FL 32686-3519</b>
<b>DAVID B. QUANBECK</b>	<b>13440 NW HWY 225, Reddick, FL 32686-3519</b>
<b>CAROLINE A. QUANBECK</b>	<b>520 SPRUCE STREET BOULDER, CO. 80302</b>

At any time a Tract in the Subject Property is owned by Declarant (or his specific assignee of the right granted herein) the Declarant shall be entitled to appoint one (1) member of the Board of Directors, the balance of the Board of Directors to be elected as noted above.

## **ARTICLE 9.** Assessments

The Directors are required to establish a Maintenance Assessment to be levied against each Tract sufficient to maintain, extend or improve any areas which are to be maintained by the Association, any Surface Water Management System Facilities located within the Subject Property, or otherwise necessary to pay maintenance expenses. The Directors shall notify any Owner of the amount of the then Maintenance Assessment upon written request, along with an explanation for the determination of the Maintenance Assessment in such detail as the Directors determine. The amount of the Maintenance Assessment may be changed by the Directors as frequently as deemed necessary by them to assure that the amount of the Maintenance Assessment is sufficient to pay all Maintenance Expenses or otherwise satisfy all obligations of the Association. The Assessment so established may be levied and collected annually, quarterly or monthly, either in arrears or in advance, at the sole discretion of the Directors.

The Directors may, in their complete and sole discretion, propose a Special Assessment against the Tracts for one time and/or extraordinary expenses associated with the maintenance, extension or improvement of the areas to be maintained by the Association or as provided for in the Declaration. The Directors shall give each member notification of the proposed Special Assessment, and the time and location for the meeting of the Directors and members for consideration of the special assessment (which shall be in Marion County, Florida) not less than fourteen (14) or greater than sixty (60) days prior to the scheduled special meeting of the members. At the special meeting the special assessment (or any revised special assessment provided that the total amount is not greater than the proposed special assessment sent with the notice of the meeting) may be adopted by an affirmative vote of at least sixty percent (60%) of the votes then entitled to be cast.

The Directors shall establish a separate account for the deposit of all funds collected pursuant to this Article, and shall not place any other funds, regardless of source, in said account. All funds so deposited shall be disbursed only for improvements to, and extensions or maintenance of, the Access Easement and Surface Water Management System Facilities, within OLYMPIC HILL costs and expenses of operating and maintaining the Association, or for purposes otherwise authorized by the Declarations, or the Board of Directors. The Directors shall keep separate records of all assessments made and collected pursuant to this Article, and all the monies deposited into, and disbursed from the account referred to above, and shall make said records available, at reasonable hours and in a reasonable manner, to any Member of the Association requesting access to same.

The assessments collected by the Association in accordance with the provisions of this Article shall also be used, to the extent required, for the maintenance and repair of the Surface Water

Management System Facilities, including but not limited to work within retention areas, drainage structures and drainage easements.

## **ARTICLE 10.**

### **Duration**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

## **ARTICLE 11.**

### **Dissolution**

In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be used for such similar purposes. Notwithstanding any other provisions contained within this Article, the Association may be dissolved only as provided in the Declaration, the Bylaws of the Association, and the laws of the State of Florida. If the Association is dissolved, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and if that is not accepted, then the Surface Water Management System Facilities shall be conveyed to a not for profit corporation which would comply with any requirements of the Southwest Florida Water Management District, including requirements of 40C-42.027, F.A.C. and be approved by the Southwest Florida Water Management District, prior to such termination, dissolution or liquidation.

## **ARTICLE 12.**

### **Amendments**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

**Section 12.1 Notice of Amendment.** Notice of the subject matter of a proposed amendment shall be included in the written notice of any meeting at which a proposed amendment is considered.

**Section 12.2 Adoption of Resolution.** A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by one third (1/3rd) of the Members of the Association entitled to vote thereon.

**Section 12.3 Adoption of Amendment.** Adoption of the amendment will require the affirmative vote of two thirds (2/3rds) of the votes entitled to be cast at that time.

NOTWITHSTANDING THE FOREGOING, THESE ARTICLES OF INCORPORATION MAY NOT BE TERMINATED OR AMENDED WITHOUT THE WRITTEN CONSENT OF DAVID B. QUANBECK AND ANNE S. LINDBLAD, OR THE SURVIVOR OF THEM, WHICH SHALL NOT BE UNREASONABLY WITHHELD, WHILE EITHER OF BOTH OF THEM OWN PROPERTY CONTIGUOUS TO ANY OF THE TRACTS IN OLYMPIC HILL.

**Section 12.4 Restrictions on Amendment.** No amendment to these Articles of Incorporation affecting in any way the ownership, maintenance or operation of any Surface Water Management System Facilities in OLYMPIC HILL shall be effective without the written consent of the Southwest Florida Water Management District.

**ARTICLE 13.**  
**Subscribers**

The name and street address of the subscriber and incorporator to these Articles of Incorporation is **DAVID B. QUANBECK, 13440 NW HWY 225, REDDICK FL 32686-3519.**

**ARTICLE 14.**  
**Officers**

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Office</u></b>
<b>ANNE S. LINDBLAD</b>	<b>13440 NW HWY 225, Reddick, FL 32686-3519</b>	<b>P</b>
<b>DAVID B. QUANBECK</b>	<b>13440 NW HWY 225, Reddick, FL 32686-3519</b>	<b>S/T</b>
<b>CAROLINE A. QUANBECK</b>	<b>520 SPRUCE STREET BOULDER, CO. 80302</b>	<b>VP</b>

**ARTICLE 15.**  
**Bylaws**

The original Bylaws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws of the Association may be amended, altered or rescinded as provided therein. Any amendments to Bylaws shall be binding on all Members of the Association.

**ARTICLE 16.**  
**Indemnification of Officers and Directors**

The Association shall and does hereby indemnify and hold harmless Declarant and every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct.

The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

**ARTICLE 17.**  
**Transaction in Which Directors or Officers are Interested**

No contract or transaction between the Association and one or more of the Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization including without limitation, the Declarant, or an affiliate of the Declarant, or a corporation in which one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purposes. No Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

**IN WITNESS WHEREOF**, for the purpose of forming this Corporation under the laws of the State of Florida, I, the undersigned, constituting the subscriber and incorporator of this Association, have executed these Articles of Incorporation this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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**DAVID B. QUANBECK**

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing was acknowledged before me by means of physical presence by **DAVID B. QUANBECK**,  who is personally known to me or  who provided a valid driver's license as identification, this \_\_\_\_\_ day of \_\_\_\_\_, 2025..

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Notary Public, State of Florida  
My Commission Expires:

**CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT**

**ANNE S. LINDBLAD**, whose street address is 13440 NW HWY 225, REDDICK, FL 32686-3519, the initial registered agent named in these Articles of Incorporation to accept service of process of Olympic Hill Property Owner's Association, Inc. organized under the laws of the State of Florida, hereby accepts such appointment as registered agent at the place designated in this certificate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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**ANNE S. LINDBLAD**

**BYLAWS**  
**OLYMPIC HILL PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE 1.**  
**Name and Location**

The name of the corporation is **OLYMPIC HILL PROPERTY OWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 13449 NW HWY 225, Reddick, FL 32686, but meetings of Members and Directors may be held at such places within the State of Florida, County of Marion, or via Zoom or other electronic means, as may be designated by the Board of Directors.

**ARTICLE 2.**  
**Definitions**

The "Definitions" contained in the Declaration of Covenants and Restrictions for **OLYMPIC HILL, AN AGRICULTURAL LOT SPLIT ("OLYMPIC HILL")** to which these Bylaws are attached as Exhibit "E" and recorded in the Public Records of Marion County, Florida, are incorporated herein by reference and made a part hereof.

**ARTICLE 3.**  
**Meetings of Members**

**Section 3.1** **Annual Meeting.** The annual meeting of the Members shall be held at least once each calendar year in January on a date and at a time during normal business hours to be determined by the Board of Directors, for the purpose of electing the Board of Directors and transacting any other business as may be authorized by the Members.

**Section 3.2** **Special Meetings.** Special meetings of the Members may be called at any time by: (a) the President; (b) the Board of Directors; or (c) upon written request of the Members who are entitled to vote fifty-one percent (51%) of all the votes of the Association.

**Section 3.3** **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provide, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books for the Association, or supplied by such Member to the Association for the purpose of notice, or by posting on recreational facilities' bulletin boards and by either publishing notice in a monthly newsletter or announcing the meeting over closed circuit television. Unless otherwise notified in writing of a different address, each Member's address shall be deemed to be the address appearing on the Deed to the Member of a Tract in **OLYMPIC HILL**.

**Section 3.4** **Quorum.** The presence at the meeting of Members entitled to cast, or proxies entitled to cast, thirty percent (30%) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, and reschedule the meeting without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 3.5** **Proxies.** At all meetings of Members, each Member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Tract. Proxy votes must be tendered to the Secretary two (2) days before the meeting. No individual who is not a Member of the Board of Directors may collect more than five (5) proxies.

**Section 3.6** **Location.** Meetings shall be held at such place convenient to the Members on the Property as may be designated by the Board of Directors.

**Section 3.7** **Minutes.** The Association shall maintain minutes of each meeting of the membership and the Board of Directors, and the minutes shall be kept available for inspection by any Member during normal business hours.

**Section 3.8** **Decorum.** No Officer, Director or Owner attending any of said meetings will be permitted to use profanity at or during said meetings. No Owner will be permitted to abuse, discipline, reprimand, or harass any of the Officers, Directors, or employees of the Association verbally or otherwise. Complaints in writing will receive the immediate attention of the Board. Fines and assessments as published by the Declarant may be levied for a violation.

## ARTICLE 4. Board of Directors; Selection; Term of Office

**Section 4.1** **Number.** The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons who need not be Members of the Association. The first Board shall consist of three (3) Directors. Thereafter, the number of Directors may be increased to a maximum of five (5) by a majority vote of the Board of Directors.

**Section 4.2** **Term of Office.** The first election of Directors shall be held between twelve (12) months and fifteen (15) months from filing the Articles of Incorporation with the Secretary of State, at a meeting of the Members called for that purpose. Three (3) Directors shall be elected at this first election, each for a term of one (1) year. Any Director may serve consecutive terms. In addition, at and after the Declarant has assigned to the other Members the right to vote on any matters pertaining to the Association, the Developer as Declarant, and whether or not Declarant has any

other vote by virtue of owning a Tract, shall have the right to name, appoint and remove one (1) Member of the Board of Directors and, from time to time, the successor of such Member.

**Section 4.3** **Removal.** A Director, other than a Director named by Declarant pursuant to Section 4.2, may be removed from the Board with or without cause, by a majority vote of the Members of the Association entitled to vote or by the Declarant until such time as Declarant transfers the right to vote to other Members. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor. Directors who resign may not be reinstated.

**Section 4.4** **Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE 5. Nomination and Election of Directors

**Section 5.1** **Nomination.** Nomination for election to the Board of Directors may be made from the floor prior to the annual meeting, or by a nominating committee established by the Board of Directors in advance of the annual meeting. Any Member may nominate himself for a position on the Board of Directors.

**Section 5.2** **Election.** Election to the Board of Directors shall be by secret written ballot. At such election the Member or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section 5.3** **Current Account Status.** All Directors and those Homeowners exercising a vote must maintain at all times a current account status with Declarant concerning all assessments and charges.

## ARTICLE 6. Meeting of Directors

**Section 6.1** **Regular Meetings.** Regular meetings of the Board of Directors shall be held at least annually at such place and hour during normal business hours as may be fixed, from time to time, by resolution of the Board.

**Section 6.2** **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors after not less than three (3) days' notice to each Director or by Declarant.

**Section 6.3** **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 6.4** **Vacancies.** Except as to vacancies occurring by removal of a Director by the Member or removal of a Director by the Declarant under Section 4.2 of Article 4, vacancies on the Board of Directors occurring between annual meetings shall be filled by the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the Members. A vacancy caused by resignation or removal of a Director appointed by the Declarant shall be filled by the Declarant appointing a replacement.

**Section 6.5** **First Meeting.** The first meeting of the newly elected Board of Directors shall be held at such place as shall be fixed by the Members at the meeting at which the Directors were elected, and no further notice of the first meeting shall be necessary.

**Section 6.6** **Executive Meetings.** Executive meetings of the Board of Directors may be held when called by the President of the Association at any time, with or without notice, at such place and time during normal business hours as may be fixed, from time to time, by resolution of the Board.

## **ARTICLE 7.** **Powers and Duties of the Board of Directors.**

**Section 7.1** **Powers.** The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association including, but not limited to, the following:

- 7.1.1 Adopt and publish rules and regulations governing the personal conduct of the Members and their guests at meetings and to establish penalties and/or fines for the infraction thereof;
- 7.1.2 Exercise for the Association all powers, duties and authority vest in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- 7.1.3 Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

**Section 7.2** **Duties.** It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed including, but not limited to the following:

- 7.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;
- 7.2.2 Supervise all officers, and agents of this Association, and to see that their duties are properly performed;
- 7.2.3 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

## **ARTICLE 8.** **Officers and Their Duties**

### **Section 8.1**

**Enumeration of Officers.** The Officers of this Association shall be a President who shall at all times be a Member of the Board of Directors, a Secretary, and a Treasurer, and such other Officers as the Board may from time to time by resolution create.

### **Section 8.2**

**Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annum meeting of the Members.

### **Section 8.3**

**Term.** The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve. An individual may serve consecutive terms without limit.

### **Section 8.4**

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

### **Section 8.5**

**Resignation and Removal.** Any Officer may be removed from office, with or without cause, by the Board or by the Declarant. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

### **Section 8.6**

**Vacancies.** A vacancy in any office may be filled by appointment by the Board or by the Declarant. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

### **Section 8.7**

**Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

**Section 8.8 Duties.** The duties of the Officers are as follows:

**8.8.1 President.** The President shall preside at all meetings of the Members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign checks and promissory notes.

**8.8.2 Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Member; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

**8.8.3 Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if required by the Board of Directors or Declarant; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members (upon request). The Board of Directors may charge a reasonable fee for copies, unless prohibited by Florida Law.

## **ARTICLE 9.** **Committees**

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

## **ARTICLE 10.** **Books and Records**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association during normal business hours, where copies may be purchased at reasonable cost.

## **ARTICLE 11.** **Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words:

**OLYMPIC HILL PROPERTY OWNERS' ASSOCIATION, INC.**

## **ARTICLE 12.**

### **Amendments**

**Section 12.1 Requirement.** These Bylaws may be amended at a regular or special meeting of the Members by a two thirds (2/3rds) majority vote of the votes then entitled to be cast or by the Declarant. Said amendments may be voted on at a meeting at which two thirds (2/3rds) of the votes entitled to then be cast are present or represented. NOTWITHSTANDING THE FOREGOING, THESE BYLAWS MAY NOT BE TERMINATED OR AMENDED WITHOUT THE WRITTEN CONSENT OF DAVID B. QUANBECK AND ANNE S. LINDBLAD, OR THE SURVIVOR OF THEM, WHICH SHALL NOT BE UNREASONABLY WITHHELD, WHILE EITHER OF BOTH OF THEM OWN PROPERTY CONTIGUOUS TO ANY OF THE TRACTS IN OLYMPIC HILL.

**Section 12.2 Conflict.** In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE 13.**

### **Miscellaneous**

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

**IN WITNESS WHEREOF**, the undersigned Secretary of the Association certifies that these Bylaws have been duly adopted by the Directors of the Association.

**OLYMPIC HILL PROPERTY OWNERS'  
ASSOCIATION, INC.**

**BY:** \_\_\_\_\_  
**DAVID B. QUANBECK, Secretary**

Record \$ \_\_\_\_\_

This instrument prepared by,  
Record and Return to:  
H. Randolph Klein, Esq.  
40 Southeast 11<sup>th</sup> Avenue  
Ocala, FL 34471

**DECLARATION OF EASEMENTS AND COVENANTS FOR  
OLYMPIC HILL, AN AGRICULTURAL LOT SPLIT RECORDED  
IN MARION COUNTY BOARD OF COUNTY COMMISSIONERS  
EASEMENTS OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_**

**DAVID BATISTE QUANBECK, AS TRUSTEE OF THE DAVID BATISTE QUANBECK IRREVOCABLE TRUST DATED 8/26/17** hereinafter referred to as (the "Declarant"), the owner of all real property in **OLYMPIC HILL, AN AGRICULTURAL LOT SPLIT** ("Olympic Hill"), located in Marion County, Florida, (joined **DAVID BATISTE QUANBECK, Individually, and his wife, ANNE S. LINDBLAD** for the purposes of Article X, Section 4 of the Florida Constitution only) does hereby declare these Easements and Covenants for Olympic Hill

**WITNESSETH:**

**WHEREAS**, the Declarant owns the land described on Exhibit "A" attached hereto which has been divided into the three (3) tracts described on Composite Exhibit "B" attached hereto, pursuant to an agricultural Tract split in accordance with the Land Development Regulations of Marion County, Florida:

**WHEREAS**, the Declarant desires to provide for the preservation and enhancement of the property values and the improvements thereon, and, for this reason, desires to subject the subject property to the easements and covenants, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof.

**NOW, THEREFORE**, the Declarant declares the real property described as the subject property in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, easements, charges and liens set forth in this Declaration which shall run with real property and be binding on all parties having any right, title or interest in the subject property; their heirs, personal representatives, successors and assigns.

**ARTICLE I**  
**Definitions**

The following words when used in the Declaration shall have the following meanings:

- (a) "Access Easement" shall mean and refer to the entrance area, private road and drainage area as described on Exhibit "C" attached, serving Tracts 1 through 3.
- (b) "Association" shall mean and refer to **OLYMPIC HILL PROPERTY OWNERS'**

**ASSOCIATION, INC.**, its successors and assigns (the “Association”). The Articles of Amendment and Articles of Incorporation (collectively the “Articles”) and Bylaws of the Association are attached hereto as Exhibits “D” and “E” respectively.

(c) “Declarant” shall mean and refer to **DAVID BATISTE QUANBECK, AS TRUSTEE OF THE DAVID BATISTE QUANBECK IRREVOCABLE TRUST DATED 8/26/17**, who may also be referred to as Developer. The rights and status of the Declarant are assignable to any other person or entity and continue until the Declarant (or Declarant’s Assignee), no longer owns any Tract within the subject property.

(d) “Declaration” means this Declaration of Easements and Covenants for **OLYMPIC HILL** an Agricultural Tract Split.

(e) “Member” of the Association shall mean and refer to all Owners of a Tract in the subject property.

(f) “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee or undivided fee interest in any Tract located within the property, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) “The Property” or “OLYMPIC HILL” shall mean and refer to the property which is subject to this Declaration under the provisions of Article II.

(h) “Tract” or “Tracts” shall mean and refer to any one (1) of the three (3) Tracts of real property subsequently conveyed by the Declarant. The word Tract shall also include any improvements located thereon when such has been constructed on the Tract.

## **ARTICLE II** **Property Subject to this Declaration and Additions**

Section 1. The Property. The property, as heretofore defined and any improvements now or hereafter constructed thereon shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions. The Declarant may declare additional real property to be subject to this Declaration.

## **ARTICLE III** **Easements**

Section 1. Access Easement. Every Owner, Owner’s guests, and tenants of Tract 1 through Tract 3, emergency vehicles and their personnel and utility vehicles and their personnel shall have a right and perpetual non-exclusive easement of enjoyment and use in and to all of the Access Easement for access and drainage to and from each Tract, and such easement shall be appurtenant to and shall pass with title to every Tract. Such easements of enjoyment and use shall include the Owner’s right

of ingress, egress and drainage over the Access Easement. The Declarant reserves the right to promulgate and enforce written or posted rules and regulations regarding the use of the Access Easement, which right the Declarant may assign to the Association; and which right the Declarant automatically assigns to the Association upon the sale of the Declarant's last Tract within the Property unless the Declarant has previously or contemporaneously assigned such right. The failure of any guest, tenant or other invitee of an Owner or the Owner to abide by the written or posted rules and regulations may result in the imposition of a Special Assessment against the Owner's Tract enforceable in accordance with the provisions of this Declaration. No fencing shall be erected within the Access Easement without the prior written consent of Declarant.

Section 2. Easement for Maintenance. The Association shall have a right and perpetual non-exclusive easement to maintain, repair or replace the Access Easement, including all pavement, landscaping, irrigation systems (including the well and pump), entrance way and fencing within the Access Easement. Such easements shall include the Association's right of ingress and egress over and across the easement areas to perform required maintenance and repairs.

Section 3. Utility Easement. The Owners of Tract 1 through Tract 3 are given a utility easement in their favor assignable to the providers of all utility service for the installation and maintenance of electric, telephone, cable, fiber optic and other utilities servicing their Tract which easement is under and across the Access Easement described in Article I (a). All utilities running through the Access Easement shall be underground. The utility provider shall restore the Access Easement to its original condition after each installation, failing which the Owners contracting with the utility shall be assessed the cost thereof as a special assessment against the Owner's Tract enforceable in accordance with the provisions of this Declaration. The installation of new utilities over, under or across the Access Easement is prohibited while the Declarant owns any Tract within the subdivision unless they consent to same in writing which consent shall not be unreasonably withheld.

Section 4. Additional Utility Easements. Declarant reserves a utility easement along the front Tract lines of each Tract, ten feet (10') in width adjacent to and parallel with the Access Easement and ten feet (10') in width along the sides and rear Tract lines of each Tract, ten feet (10') in width for the installation and maintenance by providers of utility service of electric, telephone, cable, fiber optic and other utilities servicing the Tracts. All utilities servicing the Tract shall be underground.

## **ARTICLE IV** **Maintenance**

Section 1. Maintenance by the Owner. Each Owner is responsible for maintenance in good order, condition and repair of the interiors and exteriors of residences, other structures, and of all mechanical equipment, plumbing and electrical facilities located on a Tract servicing the residence or other structures thereon, and any pool, hot tub, spa or similar facility located on a Tract and any equipment and appurtenances. The Owner shall promptly perform such maintenance so as to keep the residence, other structures, and Tract in a good state of repair. No Owner shall in any way maintain, modify or improve any areas for which the Association has the responsibility for maintenance without the prior written consent of the Association. Each Tract Owner grants the

Association an easement to enter onto a Tract to maintain and repair it if the Owner fails to perform required maintenance within ninety (90) days of the Association's written demand that the Owner perform maintenance. Each Owner agrees to hold the Association, its employees and agents harmless for any maintenance actions taken. Each Owner agrees to reimburse the Association for its costs associated with Tract maintenance. Each Owner agrees that, if not paid within thirty (30) days, the cost of Tract maintenance shall be evidenced by a Special Assessment against the Owner's Tract enforceable in accordance with the provisions this Declaration. The Association may grant Owners extensions of the forgoing deadlines in the event of natural disasters or other events beyond the control of the Owners which prevent timely compliance.

Section 2. Maintenance by the Association. The Association shall be responsible for maintenance and repair as follows:

(a) Entrance Area. The Association shall maintain and care for the entrance area within the Property which is part of the Access Easement. The Association in its sole discretion shall determine the need for replacement and/or improvement of the landscaping and maintenance of the gate and its key pad. In the event the Entrance Area is damaged as a result of the negligence of an Owner, or his family, guest, licensee, invitee, employee or tenant, the Association may repair or replace such damage and demand reimbursement from such Owner by delivery of written notice thereof. Each Owner agrees that, if not paid within ten (10) days, the cost of maintenance shall be evidenced by a Special Assessment against the Owner's Tract enforceable in accordance with the provisions of this Declaration.

(b) Access Easement. The Association shall maintain and repair the Access Easement. In the event such is damaged as a result of the negligence of an Owner, or his family, guest, licensee, invitee, employee or tenant, the Association may repair or replace such damage and demand reimbursement from such Owner by delivery of written notice thereof. Each Owner agrees that, if not paid within ten (10) days, the cost of maintenance shall be evidenced by a Special Assessment against the Owner's Tract enforceable in accordance with the provisions of this Declaration.

Section 3. The Association May Contracting for Services. The Association may contract for the management of all or part of the Property for purposes of carrying out any portion of the Association's responsibilities in this Declaration.

## **ARTICLE V** **Covenant for Maintenance Assessments**

Section 1. Purpose of Maintenance Assessments. Any maintenance assessments levied by the Association shall be used for the payment of taxes and insurance, if any, on the Access Easement; for constructing, maintaining, operating, repairing and replacing improvements on the Access Easement including the entrance area; for maintaining the Surface Water Management System Facilities; for enforcing the Covenants; and for any lawful purpose of the Association.

Section 2. Special Assessments. Special assessments may also be enacted at any regular or special meeting of the Association for the purposes set forth herein, collected and enforced in the

same manner as the maintenance assessments described in Section 1 above.

Section 3. Liability for Maintenance Assessments. Each Owner of a Tract by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association an annual assessment (payable in equal monthly installments if the Association so chooses) for any costs and expenses relating in any way to any of the items described in Section 1 above. All such assessments, together with interest, and costs of collection, including, without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals; if any, shall constitute a continuing lien upon the Tract against which such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Marion County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment shall also be the personal obligation of the Owner of such Tract at the time the assessment is due and payable. No assessments may be offset by any claims by any Owner against the Association for any reason. While the Declarant is in control of the Association it shall be excused from the payment of assessments related to Tract it owns provided it pays any operating expenses incurred that exceed the assessments receivable from other members and other income of the Association.

Section 4. Delinquent Assessments. If any assessment or installment thereon is not paid within thirty days after the due date, a late fee may be charged by the Association up to twenty-five percent (25%) of the delinquent assessment. Interest shall accrue on any unpaid assessment including the late fee whether or not accelerated, at the highest rate allowed by law.

Section 5. Rights of Association to Collect Delinquent Assessments. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments against the Owner personally obligated to pay same without waiving the lien securing same.

Section 6. Method of Setting Assessments. Assessments may be initiated, increased and decreased and their method of payment established all as determined by the Association at any meeting called for that purpose all in accordance with Chapter 720, Florida Statutes.

Section 7. Certification of Assessment Liability. Upon demand, the Association shall furnish a certificate in writing signed by an officer of the Association to any Owner liable for an assessment. The certificate shall state whether said assessment has been paid and shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Association shall have the right to charge a reasonable fee for the Certificate of Assessment Liability.

Section 8. Allocation of Assessments Among Tracts. All Assessments pertaining to the Access Easement shall be allocated among the Tract1 through 3 equally. Any assessment pertaining to matters other than the Access Easement, and other than Special Assessments, shall be allocated among Tract1 through 3 equally.

## **ARTICLE VI** **Membership and Voting Rights**

Section 1. Membership in the Association. Every Owner of a Tract which is subject to assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Tract which is subject to assessment.

Section 2. Voting Rights in Association. Voting rights in the Association shall be as set forth in the Articles of Incorporation, a copy of which is attached hereto.

## **ARTICLE VII** **Use Restrictions**

Section 1. Use Restrictions. The use restrictions contained in this Article shall apply uniformly to all Tracts and Dwelling Units on the Property.

Section 2. Residential and Agricultural Use Only. No Tract shall be used for any purpose except for residential or agricultural purposes. No owner shall house horses in excess of good agriculture practices. All commercial uses are prohibited other than commercial agricultural uses which will be restricted to commercial equine activities and the breeding and raising of beef cattle.

Section 3. Restrictions on Dwelling Units. All Dwelling Units on the Tract must be of conventional construction and built on site. Mobile homes, modular homes, or homes moved from any other location are prohibited. No Dwelling Unit shall exceed two (2) stories in height. Any two-story Dwelling Unit shall have a minimum first-floor living area of 1,500 sq. feet.

Section 4. Roofs. Flat roofs shall not be permitted unless approved by the DECLARANT. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. The DECLARANT shall have discretion to approve such roofs on part of the main body of a house, particularly if modern or contemporary in design. No built-up roofs shall be permitted, except on approved flat surfaces.

Section 5. Subdivision - Multi Units. Only one Dwelling Unit may be erected on each Tract, although an additional garage apartment or detached guest house shall be permitted. Any guest house must contain at least 1,000 sq. feet of living space and may not exceed 2,000 sq. feet of living space. No Tract may be subdivided, except to increase the size of an Owner's property upon which no more than one (1) Dwelling Unit is constructed. Barns must be color matched to Dwelling Unit. Each Tract may have up to two RV hookups.

Section 6. Temporary or Accessory Structures. Portable, storage, temporary or accessory buildings, sheds or structures, or tents, may be erected, constructed or located upon any Tract for storage or otherwise. A covered arena and a covered walker are permitted and an Owner may occupy an RV while a residence or barn apartment is being constructed.

Section 7. Access Easement. The Access Easement of Olympic Hill shall be maintained by the Association and shall be only for vehicular, pedestrian and equestrian ingress and egress. No, all-terrain vehicles or other recreational vehicles shall speed or be used on the Access Easement, other than as access to and from Tracts. Golf carts are allowed. No structure may be constructed within fifty (50) feet of the Access Easement. The Access Easement shall be kept free of debris, litter and refuse during construction of improvements on the Owner's Tract and if the Access Easement is damaged during the construction of such improvements, it shall be repaired at the Owner's expense.

Section 8. Pets. No exotics, pigs or hogs, shall be permitted for any purpose except for bona fide 4-H or similar program and then for no more than six (6) months. Chickens for personal eggs are permitted only if penned. All pets shall be kept with the boundary of the Owner's Tract, unless accompanied by the Owner. No commercial dog kennels are permitted.

Section 9. Restriction on Activity. No noxious or offensive activity shall be conducted or permitted to exist upon any Tract or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Tract or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance to the neighborhood, the neighbors or their animals. No fireworks may be discharged on any Tract at any time. No more than five (5) rounds of ammunition may be discharged from firearms on any Tract during any twenty four (24) hour period.

Section 10. Tract Maintenance. Each Owner shall maintain his or her Tract and all improvements thereon in a clean, neat and attractive condition, and shall keep his or her Tract free of any accumulation of junk, trash, abandoned vehicles, used construction materials, equipment or any other unsightly objects and shall not permit any natural or artificial feature on his or her Tract to become obnoxious, overgrown, or unsightly.

Section 11. Restrictions on Fences. All fences shall be three or four wood board fences with a minimum of 4" posts and 1' x 6" boards with or without no climb wire. No metal or chain link fences are permitted. Gates may be made of wood, aluminum or steel. No cattle or farm gates are permitted at the entrance to a Tract.

Section 12. Parking. All motor vehicles, whether belonging to the Tract Owner, his or her guests or invitees, shall be parked on that Owner's Tract. No on-street parking is permitted.

Section 13. Signs. Property identification and like signs identifying the Owner of a Tract and/or a farm name may be erected or affixed to the Dwelling Unit, so long as the same do not exceed a total of sixteen (16) square feet. Campaign or political signs are permitted so long as the same do not exceed 18 inches by 30 inches. No homesite may display, however, more than one sign for any individual political candidate and campaign or political signs may not be displayed more than three weeks prior to the election to which the signs are related and must be removed within one week after said election. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Tract or Dwelling Unit.

Section 14. Tree Removal Restrictions. No living tree larger than eight inches (8") in diameter at twelve feet (12') above ground level, shall be cut down, destroyed or removed from the Property without the prior approval of the DECLARANT.

Section 15. Timely Completion of Dwelling Unit. All exterior construction and landscaping of any Dwelling Unit shall be completed before any person may occupy the same. All construction on any Dwelling Unit shall be completed within twenty-four (24) months from the issuance of the building permit for that Dwelling Unit.

Section 16. Set-back Requirements and Building Location. All Dwelling Units and accessory structures shall be set back at least fifty (50) feet from the front, side and rear Tract lines. The Tract line setbacks contained in this Section may never be less than those set back requirements contained in the Marion County Land Development Regulations for development areas of A-1; Agricultural, which are twenty-five feet (25') for front, side and rear Tract line setbacks. All other structures, including barns and detached garages, shall be located behind the main residence.

Section 17. Garbage and Yard Trash. No Tract or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage, wrecked or junk vehicles, appliances, furniture, building materials, debris, weeds, scrap metal, or other unsightly objects may not be maintained outside an approved structure on any Tract. Manure may be stockpiled on the property in a manure ben no larger than 100 yards located behind the residence in accordance with the Marion County Code and shall be removed every thirty (30) days. Used stall shavings must be removed from the property or composted in a manner which has been approved by the University of Florida, College of Agriculture, and screened from view from any other residence in the subdivision.

Section 18. Access. No Tract shall be used as a means of access to property other than property in OLYMPIC HILL, or adjacent property owned solely by the Owner of the Tract and used and occupied by the Owner of the Tract for non-commercial agricultural purposes or as residential property in conjunction with the Tract.

Section 19. Driveways. All driveways which connect to the Access Easement of OLYMPIC HILL, said Access Easement being maintained by the Association, must be constructed in the following manner as may reasonably be determined by the DECLARANT:

(a) All driveways must connect from the Access Easement to the Tract. The entire driveway must of stable and permanent construction and paved with concrete, brick, stone, asphalt or pebble stone over limestone or asphalt base from the Access Easement to the Dwelling.

(b) No driveway may be less than eighteen (18') feet nor more than forty feet (40') wide where the same connects to the Access Easement. No driveway may be less than ten feet (10') wide. If a culvert is required it must installed in the right of way ditch or swale in conjunction with the driveway construction and conform to all County specifications. It shall be finished with formed concrete and of adequate length so that it functions properly and does not restrict the normal low of water in the drainage ditch or swell.

(d) All construction of driveways and culverts, set forth above, must be in accordance with accepted building and engineering standards. Each Owner shall be responsible for the maintenance of the driveways and culverts serving his or her Tract in good condition so that they do not become unsightly or cause damage to the Access Easement, swales, drainage areas, or Common Areas of OLYMPIC HILL.

Section 20. Water and Sewer. All potable water, septic and sewer systems shall meet all State, County, and other regulatory agency requirements.

Section 21. Utility Connections. All house connections for all utilities including, but not limited to, water, sewage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the house in such manner to be acceptable to the governing utility authority.

All pumps, compressors, tanks and like exterior mechanical equipment shall be enclosed within a structure or otherwise screened from view from any Access Easement within the subdivision.

Section 22. Recreational Equipment. All permanent recreational equipment, including, but not limited to, swing sets, swings, sandboxes and trampolines, shall be located in the rear yard behind the residence. Any other recreational equipment shall be kept within the Dwelling Unit except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Dwelling Unit.

Section 23. Grassed Areas and Yards. All designated areas on each Tract shall, upon completion of the Dwelling Unit and prior to any person occupying the Dwelling Unit, be fully landscaped and grassed. The owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Tract in a neat, clean, orderly and healthy condition. Grassed areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds and disease in a manner designed to insure healthy growth, color and appearance.

## **ARTICLE VIII**

### **Amendment**

Section 1. Amendment by the Declarant. The Declarant (or the Declarant's assignee) shall have the right to amend this Declaration in any manner the Declarant (or the Declarant's assignee) deems necessary provided the amendment does not unreasonably lower standards of the Covenants contained herein. The conveyance of a Tract to an Owner shall not be deemed an assignment of any of the Declarant's rights reserved under this Declaration. The Declarant shall also have the right to release any Tract from any part of the Covenants which has been violated if the Association, in its sole judgment determines such violation to be a minor or insubstantial violation.

Section 2. Amendments by Association. After the Declarant (or the Declarant's Assignee) no longer owns any Tracts, the Association shall have the right and power of amendment of this Declaration, and such amendment shall not require the joinder of mortgagees or any person other than the members of the Association having an interest in the Properties. Such right to amend shall include without limitation the right (a) to amend these Covenants for the purpose of curing any ambiguity in or to any inconsistency between the provisions contained herein; (b) to include in any contracting or deed or other instrument hereafter made any additional covenants applicable to the Property which do not unreasonably lower standards of the Covenants herein contained; (c) to release any Tract from any part of the Covenants which have been violated if the Association, in its sole judgment determines such violation to be a minor or insubstantial violation; (d) such other amendment or other action as may be decided by the Association. Any amendment by the Association shall be approved by the then Owners of a majority of the Tracts in the subdivision. NOTWITHSTANDING THE FOREGOING, THIS DECLARATION MAY NOT BE TERMINATED OR AMENDED WITHOUT THE WRITTEN CONSENT OF DAVID B. QUANBECK AND ANNE S. LINDBLAD, OR THE SURVIVOR OF THEM, WHICH SHALL NOT BE UNREASONABLY WITHHELD, WHILE EITHER OF BOTH OF THEM OWN PROPERTY CONTIGUOUS TO ANY OF THE TRACTS.

Section 3. Notice of Amendment. Recording of an amendment shall be deemed notice to all Owners of the terms thereof, and all Owners shall be bound by its terms.

Section 4. Amendment of Articles and By-Laws. The Articles of Incorporation and By-Laws of the Association shall be amended in the manner provided in such documents.

Section 5. Additional Requirements for Amendments. Any amendment to this Declaration which alters the Surface Water Management System Facilities beyond maintenance in its original condition, must have the prior written approval of Marion County and the Southwest Florida Water Management District notwithstanding any other provisions contained herein, if a permit is ever required.

## **ARTICLE IX** **Enforceability and Notice**

Section 1. Parties Who May Seek Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of the Declaration, it shall be lawful for the Declarant, any Owner or the Association, (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all or any such violations or attempted violations, or seeking any other legal or equitable relief available. Should the Declarant, any Owner or the Association take action to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant, any Owner or the Association against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an annual assessment or special assessment including, but not limited

to, a foreclosure proceeding against the Owner's Tract. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, any Owner or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof.

Section 2. Enforcement by Southwest Florida Water Management District. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities, if a permit is ever required.

Section 3. Notice. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the record of the Association or in the absence of such or in the alternative to the last known address of the Owner as maintained by the office of the Marion County Property Appraiser at the time of such mailing.

## ARTICLE X Duration and Validity

Section 1. Duration. These easements and covenants shall run with the title to all of the land contained in OLYMPIC HILL, and will be binding on the Owners of all Tracts, their successors and assigns in title until December 31, 2035 and for successive ten (10) year periods thereafter unless amended or released at that time by written instrument executed by the then Owners of a majority of Owners of Tract in OLYMPIC HILL. Failure of the Association or the Tract Owners, to enforce any of these protective deed covenants and restrictions as set forth herein, shall not nullify any of the covenants and/or restrictions, or in any way be interpreted as a waiver by the Association, Tract or Owners, of the right to object to and enforce by proceeding at law or in equity against any person or persons violating or attempting to violate any of the protective deed covenants and restrictions contained herein.

Section 2. Validity. If any portion of this Declaration is declared enforceable or if the applicability of this Declaration against any person or in any circumstances is held invalid, the validity of the remainder and the applicability shall not be affected thereby. If any word, sentence, phrase, clause, section, article or portion of the protective deed restrictions and covenants shall be held invalid or enforceable by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions hereof.

## **SIGNATURES FOLLOWS**

**IN WITNESS WHEREOF**, the Declarant, has caused this instrument to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed, sealed and delivered  
in our presence as witnesses:

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Witness #1 Signature

**DAVID BATISTE QUANBECK,  
INDIVIDUALLY AND AS TRUSTEE OF  
THE DAVID BATISTE QUANBECK  
IRREVOCABLE TRUST DATED 8/26/17**

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Witness #1 Printed Name

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Witness #2 Signature

**ANNE S. LINDBLAD**

---

Witness #2 Printed Name

STATE OF FLORIDA  
COUNTY OF MARION

**BEFORE ME**, the undersigned authority, this day appeared, by means of  physical presence or  online notarization, **DAVID BATISTE QUANBECK, INDIVIDUALLY AND AS TRUSTEE OF THE DAVID BATISTE QUANBECK IRREVOCABLE TRUST DATED 8/26/17 and ANNE S. LINDBLAD**, who executed the foregoing instrument, and acknowledged to me and before me that they executed said instrument for the uses and purposes therein expressed,  who are personally known to me or  who produced a valid driver's license as identification.

**WITNESS** my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Notary Public  
My Commission Expires:

**EXHIBIT "A"**  
**OLYMPIC HILL AG LOT SPLIT**  
**PAREL PARENT PARCEL**  
**LEGAL DESCRIPTION**

A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 23; THENCE RUN NORTH  $00^{\circ}12'19''$  WEST, ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 37.98 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 225; THENCE RUN NORTH  $85^{\circ}41'32''$  EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1324.00 FEET TO A POINT LYING ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH  $00^{\circ}24'06''$  WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 2575.83 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23; THENCE DEPARTING SAID EAST BOUNDARY, RUN NORTH  $86^{\circ}35'14''$  EAST, ALONG THE NORTHERLY BOUNDARY OF THE NORTHEAST 1/4 OF SECTION 23, A DISTANCE OF 789.37 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY, RUN SOUTH  $17^{\circ}31'39''$  EAST, A DISTANCE OF 1914.34 FEET; THENCE RUN SOUTH  $2^{\circ}08'08''$  EAST, A DISTANCE OF 694.41 FEET TO A POINT LYING ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 225; THENCE RUN SOUTH  $85^{\circ}41'32''$  WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1376.21 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 2,951,500 SQUARE FEET, (67.76 ACRES), MORE OR LESS.

## **COMPOSITE EXHIBIT "B"**

### **OLYMPIC HILL AGRICULTURAL LOT SPLIT TRACT LEGAL DESCRIPTIONS**

#### **LEGAL DESCRIPTION FOR TRACT NO. 1:**

A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 23; THENCE RUN NORTH  $00^{\circ}12'19''$  WEST, ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 37.98 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 225; THENCE RUN NORTH  $85^{\circ}41'32''$  EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2022.33 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH  $00^{\circ}34'06''$  WEST, A DISTANCE OF 1405.83 FEET; THENCE RUN NORTH  $89^{\circ}35'54''$  EAST, A DISTANCE OF 454.30 FEET; THENCE RUN SOUTH  $17^{\circ}31'39''$  EAST, A DISTANCE OF 696.44 FEET; THENCE RUN SOUTH  $02^{\circ}08'08''$  EAST, A DISTANCE OF 694.41 FEET TO A POINT LYING ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 225; THENCE RUN SOUTH  $85^{\circ}41'32''$  WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 677.88 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 19.48 ACRES, MORE OR LESS.

#### **LEGAL DESCRIPTION FOR TRACT NO. 2:**

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 23; THENCE RUN NORTH  $00^{\circ}12'19''$  WEST, ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 37.98 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 225; THENCE DEPARTING SAID WEST BOUNDARY, RUN NORTH  $85^{\circ}41'32''$  EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,324.00 FEET TO A POINT LYING ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH  $00^{\circ}24'06''$  WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 1,453.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $00^{\circ}24'06''$  WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 1,122.43 FEET; THENCE RUN NORTH  $86^{\circ}35'14''$  EAST, A DISTANCE OF 789.37 FEET; THENCE RUN SOUTH  $17^{\circ}31'39''$  EAST, A DISTANCE OF 1,217.90 FEET; THENCE RUN SOUTH  $89^{\circ}35'54''$  WEST, A DISTANCE OF 1,146.92 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 25.48 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION FOR TRACT NO. 3:**

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 23; THENCE RUN NORTH  $00^{\circ}12'19''$  WEST, ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 37.98 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 225; THENCE RUN NORTH  $85^{\circ}41'32''$  EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1324.00 FEET TO A POINT LYING ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH  $00^{\circ}24'06''$  WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 1453.40 FEET; THENCE DEPARTING SAID EAST BOUNDARY, RUN NORTH  $89^{\circ}35'54''$  EAST, A DISTANCE OF 692.61 FEET; THENCE RUN SOUTH  $00^{\circ}34'06''$  EAST, A DISTANCE OF 1405.83 FEET TO A POINT LYING ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 225; THENCE RUN SOUTH  $85^{\circ}41'32''$  WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 698.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 22.80 ACRES, MORE OR LESS.

**EXHIBIT "C"**

**ACCESS EASEMENT  
LEGAL DESCRIPTION**

A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 23; THENCE RUN NORTH  $00^{\circ}12'19''$  WEST, ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 37.98 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 225; THENCE RUN NORTH  $85^{\circ}41'32''$  EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1968.85 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH  $42^{\circ}33'43''$  EAST AND A CHORD LENGTH OF 34.18 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $86^{\circ}15'38''$ , AN ARC DISTANCE OF 37.64 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH  $00^{\circ}34'06''$  WEST, A DISTANCE OF 1274.49 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH  $25^{\circ}24'29''$  WEST AND A CHORD LENGTH OF 21.00 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $49^{\circ}40'47''$ , AN ARC DISTANCE OF 21.68 FEET TO A POINT OF REVERSE CURVATURE OF A 60.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH  $89^{\circ}25'54''$  EAST AND A CHORD LENGTH OF 77.65 FEET; THENCE RUN NORTHERLY, EASTERNLY, AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $279^{\circ}21'34''$ , AN ARC DISTANCE OF 292.54 FEET TO A POINT OF REVERSE CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $24^{\circ}16'18''$  WEST AND A CHORD LENGTH OF 21.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $49^{\circ}40'47''$ , AN ARC DISTANCE OF 21.68 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH  $00^{\circ}34'06''$  EAST, A DISTANCE OF 1267.30 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $47^{\circ}26'17''$  EAST AND A CHORD LENGTH OF 36.49 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $93^{\circ}44'22''$ , AN ARC DISTANCE OF 40.90 FEET TO A POINT OF TANGENCY LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 225; THENCE RUN SOUTH  $85^{\circ}41'32''$  WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 110.23 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 2.06 ACRES, MORE OR LESS.

## MARION COUNTY STORMWATER PROGRAM MITIGATION CREDIT POLICY

### INTRODUCTION

Some properties in the Marion County Stormwater Management Service Area may be entitled to a mitigation credit for a portion of the Marion County Stormwater Assessment as provided in the County's Stormwater Management Program Ordinance (02-13), Rate Resolution, and this policy.

### QUALIFYING PARCELS

Parcels may qualify for a mitigation credit of no more than 88.6% of the current \$5.00 Maintenance Element of the Marion County Stormwater Assessment. There are three types of mitigation credits, up to and including 88.6% that may be applied to the Maintenance Element, described as follows:

- **Type I - \$2.25**

Type I mitigation credits apply to unimproved Residential/Agricultural and unimproved Commercial/Industrial parcels located on public roads that are required to be publicly maintained. A Type I mitigation credit has a value of \$2.25, which is 50.8% of 88.6% of the \$5.00 Maintenance Element.

- **Type II - \$3.50**

Type II mitigation credits apply to unimproved Residential/Agricultural and unimproved Commercial/Industrial parcels located on public roads that are not required to be publicly maintained. A Type II mitigation credit has a value of \$3.50, which is 79.0% of 88.6% of the \$5.00 Maintenance Element.

- **Type III - \$4.43**

Type III mitigation credits apply as follows:

Residential/Agricultural parcels which fully and completely maintain their stormwater management facilities may be eligible for a Type III mitigation credit. Home Owner Associations (HOAs) may apply for parcels within subdivisions. HOAs must demonstrate that maintenance includes the stormwater facilities associated with the subdivision's roads. HOAs must also provide satisfactory evidence of authority to act on behalf of the property owners. Individual parcels or HOAs must demonstrate 100% maintenance by providing copies of permits, signed and sealed as-built drawings, signed and sealed calculations, etc.

Commercial/Industrial parcels which fully and completely maintain their stormwater management facilities may be eligible for a Type III mitigation credit. Parcels must demonstrate 100% maintenance by providing copies of permits, signed and sealed as-built drawings, signed and sealed calculations, etc. This credit will be applied to the total number of Equivalent Stormwater Units (ESUs) contained on the parcel.

A Type III mitigation credit has a value of \$4.43, which is 88.6% of the \$5.00 Maintenance Element. It must also meet the following applicable conditions:

- The County performs no maintenance of any kind within an HOA or an individual parcel; and
- The County is not called on to answer drainage complaints, respond to flooding concerns, provide sinkhole investigation or remediation, or any like services; and
- Applicant is willing to hold the County harmless based on these conditions.



## MARION COUNTY STORMWATER ASSESSMENT MITIGATION CREDIT APPLICATION

Return application to:  
Marion County Office of the County Engineer  
Stormwater Program  
412 SE 25<sup>th</sup> Ave  
Ocala, FL 34471  
(352) 671-8686  
Email: [stormwater@marionfl.org](mailto:stormwater@marionfl.org)

Tax Parcel ID Number: 05949-001-00 Date: 12/19/2025  
Property Owner: DAVID BATISTE QUONDECK  
Telephone Number: 540-454-3247  
Property Address: 13430 NW Hwy 225  
REDDICK, FL 32686  
Mailing Address: Same

This parcel is:  
 Residential/Agricultural  
 Commercial/Industrial  
 - and -  
 Unimproved - has no structures, pavement, etc.  
 Improved - has structures, pavement, etc.

Mitigation Credit applied for:

Type I - \$2.25: An unimproved parcel located on public road(s) required to be publicly maintained.

Type II - \$3.50: An unimproved parcel located on public road(s) not required to be publicly maintained.

Type III - \$4.43: 100% of the stormwater facilities associated with the parcel are maintained by a non-County entity (provide copies of permits, signed and sealed as-built drawings, signed and sealed calculations, etc.); County is not responsible for the stormwater facility and is held harmless.

Entity responsible for maintenance: OLYMPIC HILL P.O.A.

Note: No parcel may qualify for more than one type of mitigation credit.

Applicant or Authorized Agent's Signature: David Batiste

Print name: DAVID BATISTE QUONDECK

Title, if Agent: OWNER

Staff use only - Do not write below this line

### REVIEW

Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Comments: \_\_\_\_\_

Approved  Denied

## PROCESS

The form attached to this policy shall be used to apply for a Marion County Stormwater Assessment Mitigation Credit. All necessary information is to be provided on the form. Applications submitted on behalf of properties owned by individuals but not applied for by an HOA shall include the signature of one owner of record. Applications submitted on behalf of parcels included within an HOA shall include a list of each parcel's identification number with the property owner's name. Applications submitted on behalf of parcels within an HOA, businesses, corporations, etc. shall include appropriate documentation that the person signing the application has the legal authority to do so. Applications for a mitigation credit must be received no later than 5:00pm, March 1<sup>st</sup> of any given year in order to receive a mitigation credit for the following tax year. Applications are to be sent by mail or email to:

Marion County Office of the County Engineer  
Stormwater Program  
412 SE 25<sup>th</sup> Ave  
Ocala, FL 34471  
[stormwater@marionfl.org](mailto:stormwater@marionfl.org)

## LIMITS

Parcels may qualify for a mitigation credit of no more than 88.6% of the Maintenance Element of the Marion County Stormwater Assessment. Parcels cannot qualify for more than one type of mitigation credit.

Mitigation credits are subject to review and adjustment, and are based on the current status of the property. Should the status of the property or road change, the mitigation credit may be affected.

The status for eligibility for all types of mitigation credits is dependent upon annual approval by the Marion County Board of County Commissioners. Annual approval is typically done during the County's budget adoption process.

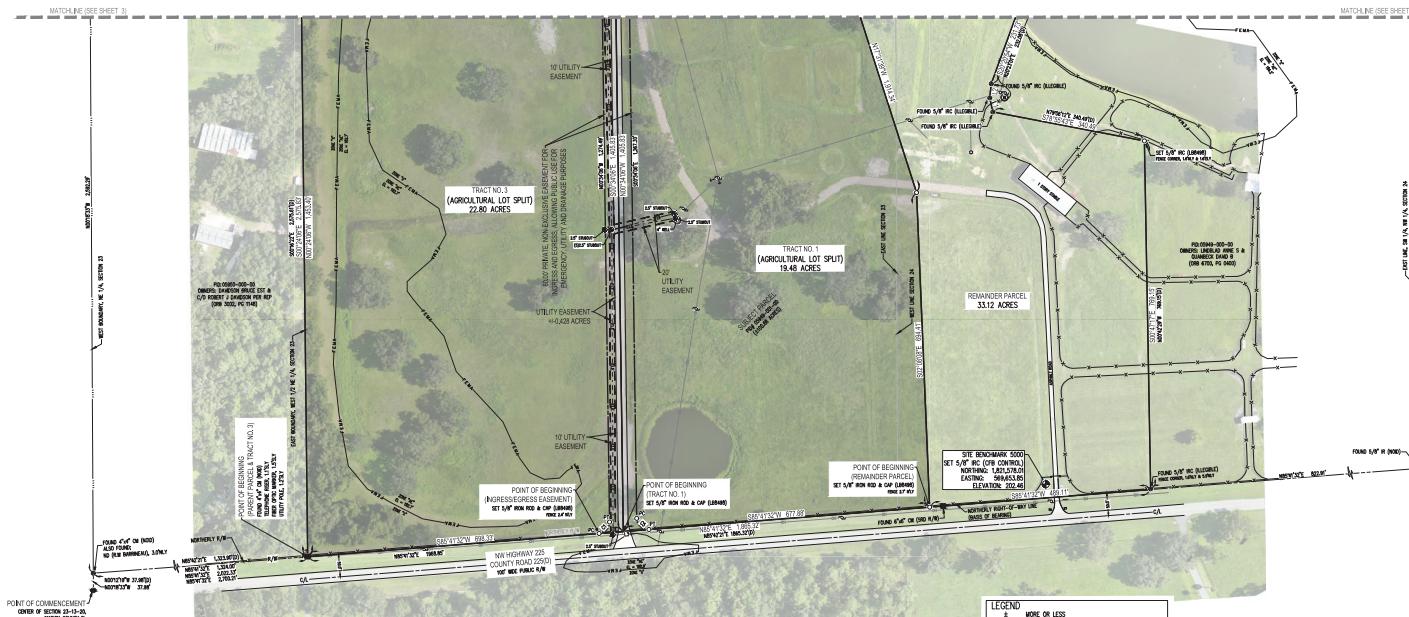
Mitigation credits are not available for the Program Element of the Assessment.

Marion County is not responsible for applications sent to the wrong address or received after the deadline.



BOUNDARY SURVEY  
-FOR-  
OLYMPIC HILL, AN AGRICULTURE LOT SPLIT  
PfDr 05949-01400  
SECTION 23 & 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST  
MARION COUNTY, FLORIDA

PID# 05949-001-00  
SECTION 23 & 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST  
MARION COUNTY, FLORIDA



CURVE TABLE						LINE TABLE		
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING	LINE TAG	BEARING	DISTANCE
C1	25.00'	86°15'36"	37.64'	NA23°15'47"E	34.19'	L1	NA23°15'47"E	31.87'
C5	25.00'	87°4'22"	40.30'	NA23°17'17"E	36.48'	L2	NA23°17'17"E	31.36'

LEGEND	MORE OR LESS
FCB	CONCRETE
FB	FLATBED
LB	LICENSED DRIVERS BOOK
DRB	DRIVERS REGISTRATION BOOK
PCB	PERMIT TO CONSTRUCT NUMBER
UD	UNDETERMINED
UDM	MEASUREMENT
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
OH	OVERHEAD UTILITIES
CD	CONTRACTOR
R/W	RIGHT-OF-WAY
CM	CONCRETE MONUMENT
MR	IRON ROD
MRD	IRON ROD AND CAP
NOD	NO IDENTIFICATION
N.E. ELY.	NO EVIDENCE OF LAYING
S.E. L.D.	GENERAL CONTRACTOR (NORTHERLY, ETC.)
PCP	POINT OF CURVATURE
PPC	POINT OF POINT
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PPR	POINT OF POINT REVERSE



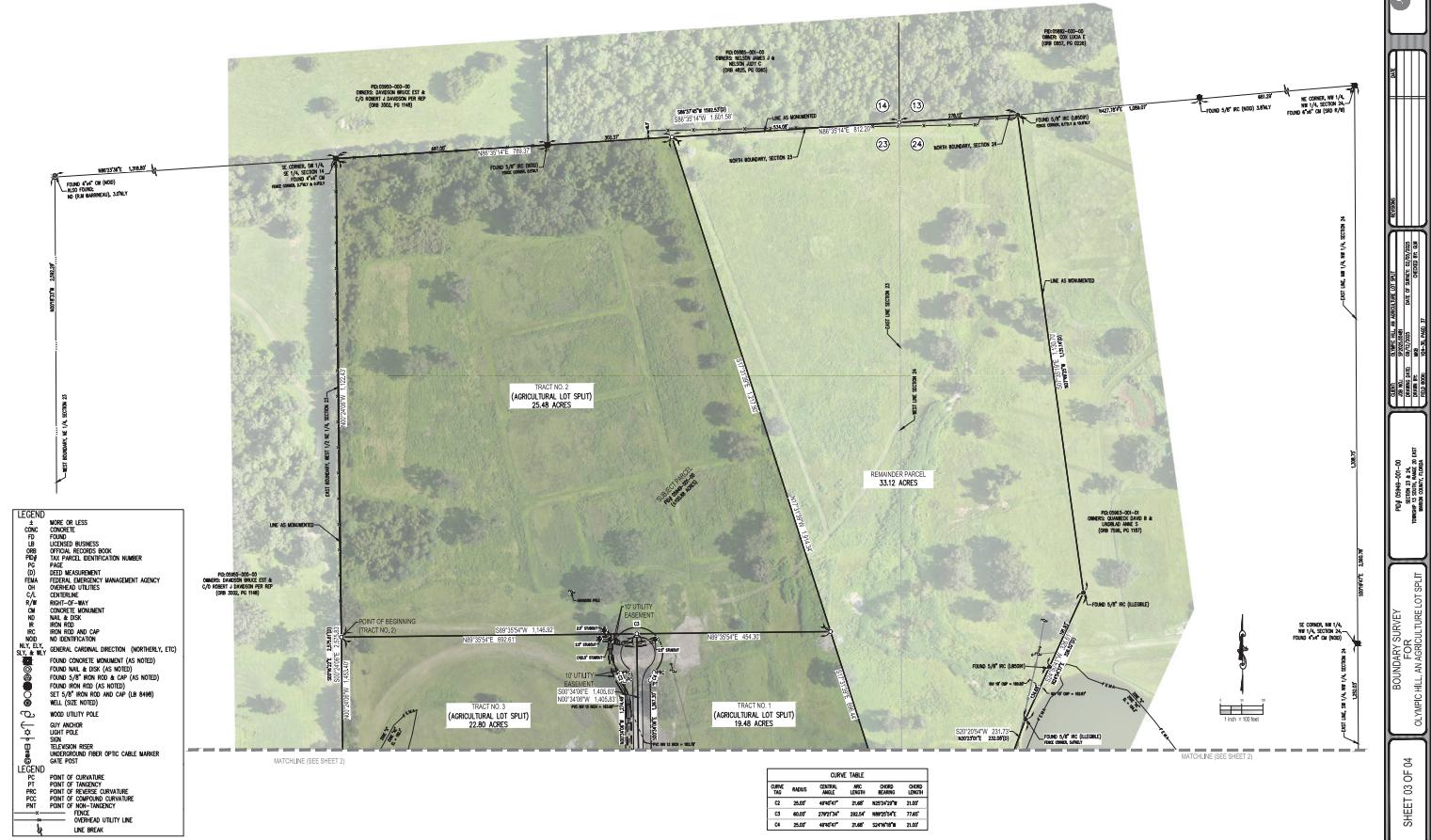
PLAT 094 SECTION 13 TOWNSHIP 13 S 20 E MADISON COUNTY, IOWA	PLAT 094 SECTION 13 TOWNSHIP 13 S 20 E MADISON COUNTY, IOWA	PLAT 094 SECTION 13 TOWNSHIP 13 S 20 E MADISON COUNTY, IOWA
SHEET 02 OF 04		
BOUNDARY SURVEY FOR OLYMPIC HILL, AN AGRICULTURE LOT SPLIT		

CFB

104-059	SECTION TRACT 13 500 WADON CO.
<p><b>BOUNDARY SURVEY FOR MILL, AN AGRICULTURE LOT SPLIT</b></p>	

HEET 02 OF 04

BOUNDARY SURVEY  
FOR  
OLYMPIC HILL, AN AGRICULTURE LOT SPLIT  
PID# 05945-001-00  
SECTION 23 & 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST  
MARION COUNTY, FLORIDA



**SKETCH OF DESCRIPTION  
FOR  
OLYMPIC HILL ELECTRIC EASEMENT**  
PID# 05949-001-00  
SECTION 23, TOWNSHIP 13 SOUTH, RANGE 20 EAST  
MARION COUNTY, FLORIDA

