

## DECLARATION OF TRUST

I, VIOLET S. KELLEY, do hereby give, grant, devise, transfer, assign and set over to myself, as Trustee (hereinafter sometimes referred to as "the Settlor") as is hereinafter more fully set out, all of the property and interests therein which are described on Schedule "A" attached hereto (hereinafter referred to as "the Trust Property") to be held in trust pursuant to the terms and conditions of this Declaration of Trust.

### ARTICLE ONE

#### Designation

1.0. This Trust shall be known as "THE VIOLET S. KELLEY TRUST, u/d/t dated February 24, 2010."

### ARTICLE TWO

#### Trustees

2.0. The Trustees of this Trust from time-to-time acting shall serve from their acceptance of the Trust until the first to occur of the following: (a) resignation following thirty days' written notice to any other Trustee(s) then serving or to all then-vested beneficiaries of the Trust; (b) discharge upon written notice from the Settlor as hereinafter defined; (c) an adjudication of incompetency or a manifest inability, either physical or mental, to perform the fiduciary functions of a trustee; (d) death; or (e) termination or revocation of the Trust.

2.1. If the Settlor fails or ceases to serve as Trustee for any reason, then the Settlor's son, ARDEN OLSON, of Cumming, Georgia, shall automatically succeed to serve as First Successor Trustee. If ARDEN OLSON is unable or unwilling to so serve for any reason, then the Settlor's daughter, VICTORIA J. DULANEY, of St. Johns, Florida, shall automatically succeed to serve as Second Alternate Successor Trustee.

2.2. The Settlor expressly retains the right at any time during her lifetime while competent to appoint and remove Trustees at will.

2.3. Subject to any limitations stated elsewhere in this instrument, the Trustee(s) from time-to-time acting shall have all of the powers conferred by the common law and Statutes of the State of Florida as well as the following powers, all of which shall

be construed broadly and all of which may be exercised by the Trustee(s) in their discretion:

A. To buy, sell, grant options, retain, invest and reinvest in, at public or private sale, any property, real, personal or mixed, including, but not by way of limitation, bonds, notes, debentures, mortgages, certificates of deposit, common and preferred stocks, and shares or interests in investment trusts and common trust funds, without court or statutory limitation and without regard to diversification; to continue the operation of any business or business interest, regardless of entity, which is an asset of the Trust;

B. To consent to, participate in, delegate discretionary powers in relation to, and to pay part of the expenses of any plan of reorganization, consolidation, merger, combination or other similar plan, and to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to such plan; to grant proxies, vote and exercise all rights pertaining to all assets of any trust;

C. To borrow money and to pledge, lease or mortgage any such property, regardless of the termination of this Trust or any portion thereof; to extend the time of payment of any obligation held by them and to compromise, settle, or submit to arbitration, or to release any claim in favor of or against any trust created hereunder;

D. To hold the corpus of two or more trusts in one or more consolidated funds in which the separate shares shall have undivided interests; to cause any securities or other property held by them to be registered and held in the name of a nominee; to apportion stock and extraordinary dividends received and charges incurred between income and principal;

E. To make partition, division or distribution of property in kind and, for any such purpose, to determine the value conclusively; to pay out of principal or income, or both, all taxes, assessments, charges, fees, compensation and other expenses of the administration or protection of this Trust;

F. To do all such acts, take all such proceedings and exercise all such rights and privileges, although not hereinbefore specifically mentioned, with relation to such property as if the absolute owner thereof; and

G. To appoint or designate authorized signatories, who need not be Trustees, as to any account with any financial institution in regard to which withdrawals, in whole or in part, are permitted by check, draft or similar instrument.

H. The Trustee(s) may also make gifts to such children and others in accordance with and in continuation of patterns of giving established by the Settlor during her lifetime.

ARTICLE THREE  
General Provisions

3.0. The Settlor, on her own initiative, may direct the Trustee(s) in writing, to sell or otherwise dispose of or retain property of the Trust Estate or to purchase for the Trust, notwithstanding any limitations imposed elsewhere in this instrument or by law, any property which the Settlor may designate. Upon receipt of such directions the Trustee(s) shall comply with them and shall be free of responsibility.

3.1. No person or entity dealing with the Trustee(s) from time-to-time serving or purporting to serve pursuant hereto shall be obliged to inquire as to his, her or their powers or authority or to see to the application of any money or property delivered to or upon the direction of such Trustee(s). Any such person or entity may rely upon the authenticity of any copy of this or any other instrument upon the certificate of any notary public, clerk of court or other authority that such copy has been compared with the original instrument, whether or not recorded, and that such copy is a true and correct copy thereof or upon a similar sworn statement of the Trustee(s) purporting to act. No person or entity so relying shall be subject to liability of any kind therefor. The Trustee(s) shall not be required to obtain authority or approval of any court in the exercise of any power conferred hereunder and shall not be required to make current reports or accountings to any court of the performance of his, her or their duties hereunder.

3.2. This Trust is revocable and amendable, in whole or in part, by the Settlor and may be amended or terminated at any time by the written direction of the Settlor.

3.3. This Trust has been created by the Settlor and accepted by the Trustee in the State of Florida, and it shall be construed and regulated, and all rights under it shall be governed by the laws of that state.

3.4. The Settlor may, by Last Will and Testament, or by any other method, give to the Trustee(s) any property, either real, personal or mixed, and the Trustee(s) shall be authorized to accept, manage, operate and disburse the same and all income therefrom and to the same extent, with the same effect, and to all purposes and intents as if such property had been delivered to the Trustee(s) upon the express terms of this Trust. Other

property acceptable to the Trustee(s) may be added by any person to any trust created herein.

3.5. Any statute or rule of law to the contrary notwithstanding, and specifically notwithstanding Florida Statutes, §§731.302-.303, and Rule 5.180, FPR, the Trustee(s) shall have the authority in any proceeding to execute and file waivers and consents of any and all kinds which shall be binding and conclusive to the same extent as if such waivers and consents had been executed by each and every beneficiary of the Trust without regard to whether any Trustee is also a beneficiary of the Trust.

3.6. The provisions of Florida Statutes, §737.402(4), shall not apply to this Trust nor any trust created hereunder.

3.7. Any statute or rule of law to the contrary notwithstanding, and specifically notwithstanding Florida Statutes, §744.441, no amendment to this Trust or any trust created hereunder may be made by any guardian or conservator for any Settlor, trustee or beneficiary pursuant hereto, nor shall any Trustee make any distribution of the income or property of this Trust upon the request or direction of any such guardian or conservator except distributions mandated by the express provisions of this instrument.

3.8. Notwithstanding that the record title to any property may be formally in the name of the Trust, the Settlor is authorized and permitted to be the named insured(s) on any policy of insurance protecting the owner(s) or occupant(s) of any such property.

#### ARTICLE FOUR

##### Distribution of Principal and Income

4.0. During the life of the Settlor, the net income of the Trust Property shall be distributed to the Settlor. The Trustee(s) shall also distribute to the Settlor so much of the Trust Property as the Settlor may direct in writing. All distributions shall be quarterly or more frequent as the Settlor requests or the circumstances dictate. In the event the Settlor shall become manifestly unable to manage her affairs or be adjudicated incompetent, the Trustee(s) shall distribute so much of the net income of the Trust Property (and so much of the Trust Property if the income is inadequate) to or for her benefit as is necessary to ensure that she enjoys a standard of care, support and comfort as nearly equivalent as possible to her lifestyle enjoyed immediately prior to the advent of such inability or incompetence. The Trustee(s) may rely without liability therefor upon the written statements of any two physicians licensed to practice medicine in the state of the

Settlor's domicile at the date of such determination that the Settlor is manifestly unable to manage her affairs or is incompetent, provided, however, that the failure of a Settlor to authorize the release of medical or psychiatric information deemed sufficient for the making of such a medical or psychiatric evaluation shall itself automatically constitute a binding conclusion that the Settlor is manifestly unable to manage her affairs or is incompetent.

4.1. Upon the death of the Settlor, all of the just debts, demonstrative bequests, expenses of her last illness and funeral, costs of the administration of her estate, and any taxes generated by her death shall be paid out of the income of the Trust (and out of the Trust Property if the income is inadequate) to the extent the estate of the Settlor is unable to pay such obligations. After all such obligations have been satisfied, the net residue of the Trust Property, including any undistributed income subject to this Trust, shall be distributed by the then-acting Trustee(s), to the following-named persons in the following proportions:

A. A life estate in and to the principal residence of the Settlor which is then or comes to be a part of the Trust Property, the present residence being commonly known as 9064 Cooper Terrace Drive, Brooksville, Hernando County, Florida, containing 20 acres, more or less, and legally described as:

The South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 21, Township 22 South, Range 20 East, Hernando County, Florida,  
Parcel ID#: R21 422 20 0000 0310 0000

together with all of the appliances, furniture, and furnishings contained therein not disposed of otherwise, to the Settlor's husband, DAVID B. KELLEY, of Brooksville, Florida, if he survives the Settlor, with all expenses, including taxes, insurance, repairs, maintenance, and utilities being his sole responsibility, and so long as the same is occupied by him as a principal residence. Upon the death of DAVID B. KELLEY, or upon the death of the Settlor if he has predeceased her, then the rest, residue and remainder shall be distributed to the Settlor's daughter, VICTORIA J. DULANEY, of St. Johns, Florida, *per stirpes*;

B. Any and all interest in and to that certain parcel of vacant real property containing 5 acres, more or less, commonly known as 9084 Cooper Terrace Drive, Brooksville, Hernando County, Florida, legally described as follows:

The North  $\frac{1}{2}$  of Northeast  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$ , Section 21, Township 22 South, Range 20 East, Hernando County, Florida.

Parcel ID#: R21 422 20 7103 0000 00D0

to the Settlor's daughter, VICTORIA J. DULANEY, of St. Johns, Florida, *per stirpes*;

C. Any and all interest in and to that certain parcel of vacant real property containing 10 acres, more or less, legally described as follows:

The South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of Northwest  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 27, Township 22 South, Range 20 East, Hernando County, Florida.

Parcel ID#: R27 422 20 0000 0050 0030

to the Settlor's son, ARDEN OLSON, of Cumming, Georgia, if he survives the Settlor, or if he does not so survive then to the Settlor's daughter, VICTORIA J. DULANEY, of St. Johns, Florida, *per stirpes*;

D. Any and all interest in and to that certain parcel of vacant real property containing 34 acres, more or less, legally described as follows:

The North 200 feet of the Southeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 30, Township 22 South, Range 20 East, Hernando County Florida,  
and

Commence at the Northeast corner of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 30, Township 22 South, Range 20 East, for and as the point of beginning. Thence run on the East line of said W $\frac{1}{2}$  of the NW $\frac{1}{4}$ , S 00 degrees, 21 minutes, 56 seconds West, 1,538.19 feet; thence run S 89 degrees, 04 minutes, 18 seconds West, 752.52 feet; thence run N 00 degrees, 26 minutes, 38 seconds East, 1,538.24 feet; thence run N 89 degrees, 04 minutes, 18 seconds East, 750.46 feet to the point of beginning.

TOGETHER WITH: An Ingress-Egress Easement more particularly described as follows:

Commence at the Northeast corner of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 30, T22S, R20E, for a point of reference. Thence run on the East line of said W $\frac{1}{2}$  of the NW  $\frac{1}{4}$ , S00 deg. 04 min. 18 sec. W, 744.52 feet to the point of beginning. Thence continue S89 deg. 04 min. 18 sec. W, 8.00 feet; thence run N 00 deg. 26 min. 33 sec. E, 8.00 feet; thence run S 89 deg. 04 min. 18 sec. W, 8.00 feet; thence run S 00 deg. 26 min. 33 sec W, 2,395.73 feet to the Northerly right of way line of State Road No. 50; thence run on said right of way line, S 78 deg. 50 min. 32 sec.

E, 16.28 feet; thence run N 00 deg. 26 min. 33 sec. E, 2,390.75 feet to the point of beginning.

Parcel ID#: R30 422 20 0000 0140 0020

to the Settlor's son, ARDEN OLSON, of Cumming, Georgia, if he survives the Settlor, or if he does not so survive then to the Settlor's daughter, VICTORIA J. DULANEY, of St. Johns, Florida, *per stirpes*; and

E. All the rest, residue and remainder thereof, in equal shares, share and share alike, *per stirpes*, to the Settlor's son, ARDEN OLSON, of Cumming, Georgia; and the Settlor's daughter, VICTORIA J. DULANEY, of St. Johns, Florida.

4.2. If any person who would otherwise take any property pursuant to this Declaration of Trust has not yet attained the age of twenty-one (21) at the time of the death of the Settlor, or at such other time when any distribution would be due, then all property due to such person hereunder shall be held by the Settlor's son-in-law, CHRISTOPHER DULANEY, of St. Johns, Florida, as the Trustee as a separate trust and shall remain subject to this Declaration of Trust as described hereinafter. The Trustee(s) shall, in his, her, its or their sole discretion, distribute to or for the benefit of any such minor so much of the income (and of the principal, if the income is inadequate) of such person's trust as is deemed necessary or appropriate to satisfy his or her legitimate medical, educational and support requirements. Otherwise, the Trustee(s) shall retain the trust property and the income thereon until each person for whom a trust has been established attains the age of majority, whereupon the trust shall terminate as to each such person and the remaining principal and interest of his or her trust shall be distributed forthwith to him or her. If any person for whom a trust has been established pursuant to this paragraph does not survive until the principal and income of his or her trust has been fully distributed, then any residue thereof shall be distributed *pro rata* at his or her death among his or her then-surviving siblings who are lineal descendants of the Settlor, if any, or, if there are none, among the surviving beneficiaries determined pursuant to Paragraph 4.1. hereof.

ARTICLE FIVE  
Life Estate in Residence

5.0. Anything in this Declaration of Trust to the contrary notwithstanding, the Settlor shall have a life estate in and to any residential real estate which is or may

come to be a part of the property held subject to this Trust, so long as such property is occupied by her as a principal residence.

ARTICLE SIX  
Trustee Compensation

6.0. The Trustee(s), other than the Settlor, from time-to-time acting shall be reimbursed all of the expenses of the administration of this Trust.

*IN WITNESS WHEREOF*, the Settlor has set her hand and seal and has accepted the Trust herein declared as the initial Trustee thereof at Spring Hill, Hernando County, Florida, this 24<sup>th</sup> day of February, 2010.

*Violet S. Kelley* (SEAL)  
VIOLET S. KELLEY

*Signed, sealed and delivered  
in the joint presence of the Settlor  
and of:*

*Libby S. Wolthuis*  
Libby S. Wolthuis

*Jodi L. New*  
Jodi L. New

ACKNOWLEDGMENT

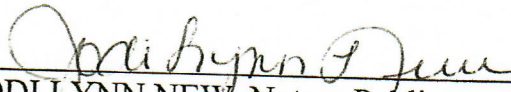
STATE OF FLORIDA            )  
  )  
COUNTY OF HERNANDO    )

**BEFORE ME**, an officer duly authorized to take acknowledgments,  
personally appeared this date

VIOLET S. KELLEY,

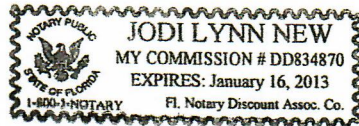
personally known to me to be the person described in and who executed the foregoing  
Declaration of Trust as Settlor, and acknowledged before me that she executed the same  
for the purposes therein stated as her free and voluntary act.

this 24<sup>th</sup> **WITNESS** my hand and official seal in the State and County last aforesaid  
day of February, 2010.

  
\_\_\_\_\_  
JODI LYNN NEW, Notary Public

*THIS INSTRUMENT PREPARED BY:*

JONATHAN D. SMITH, ESQ.  
8022 Spring Hill Drive  
Spring Hill, Florida 34606  
(352) 686-4301



SCHEDULE "A" TO  
DECLARATION OF TRUST OF  
THE VIOLET S. KELLEY TRUST,  
U/D/T DATED FEBRUARY 24, 2010

All right, title and interest in and to the following-described property: The sum of Ten Dollars (\$10.00), U. S. currency.

\* \* \*

FIRST AMENDMENT TO  
DECLARATION OF TRUST OF  
THE VIOLET S. KELLEY TRUST,  
U/D/T DATED FEBRUARY 24, 2010

The undersigned, VIOLET S. KELLEY, being the Settlor and Initial Trustee pursuant to that certain Declaration of Trust executed by her and bearing the date of February 24, 2010, (hereinafter called "the Declaration of Trust"), does hereby amend and modify the Declaration of Trust pursuant to the powers reserved to her by Paragraphs 2.2. and 3.2. thereof as follows:

1. One new paragraph, numbered 3.9., containing the following language, is hereby added to ARTICLE THREE thereof:

"3.9. The trustee shall not pay from any property which would be exempt from the claims of creditors under Chapter 222, Fla. Stat. any taxes, debts or expenses which are otherwise payable from trust property."

2. Paragraph 4.2. of ARTICLE FOUR thereof is hereby deleted in its entirety and the following language is substituted in lieu thereof:

"4.2. If any person who would otherwise take any property pursuant to this Declaration of Trust has not yet attained the age of twenty-one (21) at the time of the death of the Settlor, or at such other time when any distribution would be due, then all property due to such person hereunder shall be held by the Settlor's son, ARDEN OLSON, of Cumming, Georgia, as the Trustee as a separate trust and shall remain subject to this Declaration of Trust as described hereinafter. The Trustee(s) shall, in his, her, its or their sole discretion, distribute to or for the benefit of any such minor so much of the income (and of the principal, if the income is inadequate) of such person's trust as is deemed necessary or appropriate to satisfy his or her legitimate medical, educational and support requirements. Otherwise, the Trustee(s) shall retain the trust property and the income thereon until each person for whom a trust has been established attains the age of twenty-one (21), whereupon the trust shall terminate as to each such person and the remaining principal and interest of his or her trust shall be distributed forthwith to him or her. If any person for whom a trust has been established pursuant to this paragraph does not survive until the principal and income of his or her trust has been fully distributed,

then any residue thereof shall be distributed *pro rata* at his or her death among his or her then-surviving siblings who are lineal descendants of the Settlor, if any, or, if there are none, among the surviving beneficiaries determined pursuant to Paragraph 4.1. hereof."

3. The foregoing amendments shall be effective as of the date hereof.

4. Except as otherwise specifically stated to the contrary herein, the undersigned does expressly adopt, ratify and confirm each and every provision of the Declaration of Trust, as amended, in its entirety.

*IN WITNESS WHEREOF*, the undersigned has hereunto set her hand and seal this 5<sup>th</sup> day of June, 2013, at New Port Richey, Florida, as Settlor and Trustee pursuant to the Declaration of Trust as aforesaid.

*Signed, sealed and delivered  
in the joint presence of the Settlor  
and of:*

Jodi L. New  
[signature]  
Jodi L. New, Witness  
[Please type/print name above.]

Diana Lopez  
[signature]  
DIANA Lopez, Witness  
[Please type/print name above.]

Violet S. Kelley  
VIOLET S. KELLEY

ACKNOWLEDGMENT

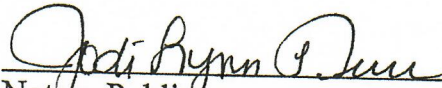
STATE OF FLORIDA )  
COUNTY OF PASCO )

**BEFORE ME**, an officer duly authorized to take acknowledgments,  
personally appeared this date

VIOLET S. KELLEY,

personally known to me to be the person described in and who executed the foregoing  
First Amendment to Declaration of Trust of "THE VIOLET S. KELLEY TRUST, u/d/t  
dated February 24, 2010", and acknowledged before me that she executed the same for  
the purposes therein stated as her free and voluntary act.

**WITNESS** my hand and official seal in the State and County last aforesaid  
this 5<sup>th</sup> day of June, 2013.

  
\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT PREPARED BY:**

STEVEN K. JONAS, ESQ.  
4914 State Road 54  
New Port Richey, Florida 34652  
(727) 846-6945



JODI LYNN NEW  
MY COMMISSION # EE 838195  
EXPIRES: January 16, 2017  
Bonded Thru Budget Notary Services