

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2023016148 BK: 3364 PG: 111 3/21/2023 4:32 PM 1 Receipt: 2023014674
RECORDING \$545.50 INDEX \$57.00

Prepared by and return to:

H. Web Melton, III, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913
(813) 204-6492

**REVIVED DECLARATION OF PROTECTIVE COVENANTS – SHAMROCK ACRES
OF CRYSTAL RIVER – PHASE I
NOTICE OF RECORDING PURSUANT TO FLA. STAT. §720.407**

Tonya Briggs, as President, and Pamela Rutledge, as Secretary, for Shamrock Acres Property Owners Association, Inc., hereby attest to and execute the following documents as stated in Fla. Stat. §720.407, attached hereto and incorporated herein as *Composite Exhibit "A"*, in accordance with Fla. Stat. §§720.403-407:

1. The Revived Declaration of Protective Covenants – Shamrock Acres of Crystal River – Phase I, with amendments, as approved by the Florida Department of Economic Opportunity;
2. The Bylaws for Shamrock Acres Property Owners Association, Inc.; and
3. The Articles of Incorporation for Shamrock Acres Property Owners Association, Inc.

The aforementioned documents were revitalized pursuant to Fla. Stat. §§720.403-407 as to all property described in *Exhibit "B"* attached hereto and as identified in the legal descriptions of the Property Owner's attached hereto as *Exhibit "C"*.

The revitalization of the documents listed in Composite Exhibit "A" affecting the aforementioned property was approved by the State of Florida Department of Economic Opportunity, as evidenced by the letter attached hereto as *Exhibit "D"* from the State of Florida Department of Economic Opportunity.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 112 3/21/2023 4:32 PM 2 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

Notice of Recording Revived Declaration of Protective Covenants –
Shamrock Acres of Crystal River – Phase I

Witness:

Shamrock Acres Property Owners Association, Inc.

Juliet A DeBusk
Print Name: JULIET A DEBUSK
Witness No. 1

By: Tonya Briggs
Tonya Briggs, President

Derek F DeBusk
Print Name: DEREK F. DEBUSK
Witness No. 2

ATTEST:

Juliet A DeBusk
Print Name: JULIET A DEBUSK
Witness No. 1

By: Pamela Rutledge
Pamela Rutledge, Secretary

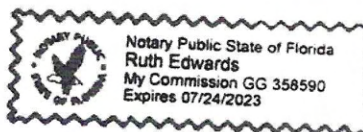
Derek F DeBusk
Print Name: DEREK F. DEBUSK
Witness No. 2

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing Notice of Recordation was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 15 day of March, 2023, by Tonya Briggs, President, and Pamela Rutledge, Secretary, for Shamrock Acres Property Owners Association, Inc. who are ☐ personally know to me or ☐ who have produced _____ as identification, who executed the foregoing Notice or Recordation of the Revived Declaration of Protective Covenants – Shamrock Acres of Crystal River – Phase I, as amended, and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

Ruth Edwards
Notary Public, State of Florida at Large

Print Name: Ruth Edwards
My Commission Expires: 7/24/2023



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
 #2023016148 BK: 3364 PG: 113 3/21/2023 4:32 PM 3 Receipt: 2023014674
 RECORDING \$545.50 INDEX \$57.00

BEST COPY

19

DECLARATION OF PROTECTIVE COVENANTS

Edward J. Gerrits, Inc., a Florida corporation, developer of a subdivision named SHANROCK ACRES OF CRYSTAL RIVER, which subdivision is located on lands in Citrus County, Florida more particularly described on Exhibit A hereto (the "Subdivision"), declares:

Lots in the Subdivision shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are established for the sole purpose of enhancing and protecting the value, attractiveness and pleasant living quality of the Subdivision. These covenants shall run with the land and shall be binding on all parties, whether grantees, mortgagees, devisees, heirs, personal representatives, successors or assigns or any other person claiming right, title or interest, present or future, in the described property, or any part or portion thereof.

I. DEFINITIONS. As used herein the following definitions shall apply:

1. DEVELOPER shall mean and refer to Edward J. Gerrits, Inc., a Florida corporation, its successors in ownership or its assigns.
2. SURVEY shall mean and refer to the plan of the Subdivision dated June 19, 1978 prepared by Hilger & Ray Engineering Associates, Inc.
3. LOT shall mean and refer to any parcel of land shown upon the survey which bears a numerical designation.
4. OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Subdivision.
5. ASSOCIATION shall mean and refer to the Shanrock Acres Property Owners Association, Inc., a Florida corporation not for profit.
6. DEVELOPMENT of a Lot shall mean and refer to the construction of any building or improvement permitted by this Declaration thereon.

II. LOT USAGE. All Lots within the Subdivision may only be used for agricultural and single family residential purposes except that agricultural purposes shall not include the raising of hogs. Temporary structures, trailers, camper vehicles, mobile homes, tents, shacks and other vehicles or structures of similar nature are prohibited. Each single-family residence shall have a minimum of 1,100 square feet of living area, exclusive of garages and open or screened porches. No residence shall be more than two stories in height, exclusive of basement. No basement or garage may be inhabited either temporarily or permanently. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the community.

III. BUILDING SITE. No residence may be constructed except upon a building site as herein defined. A building site shall include a minimum of 2-1/2 acres. No building shall be erected within 50 feet of any street right-of-way or within 50 feet from any side or rear line of its building site.

IV. CONSTRUCTION COMPLETION. When the physical construction of any building is started, such construction shall proceed diligently and completed within a reasonable time. If for any reason a building is not completely closed in and completed as to exterior finish within 8 months from the commencement

Return to Registrar by 4:00 PM
 3/22/23

513 431

EXHIBIT

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 114 3/21/2023 4:32 PM 4 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

BEST COPY

of construction, then the Association may, after notifying the Owner of its intention, invade the premises and take such steps as it determines are required to correct an undesirable condition. The corrective steps taken shall be in the discretion of the Association, and may serve aesthetic, nuisance abatement, or other responsible purposes. The Owner shall be liable for all costs incurred in such action and the total costs thereof shall be a lien on his property, which lien may be foreclosed in the manner provided by law.

V. **SIGNS.** No sign or advertising matter shall be placed or allowed to be placed on or adjacent to a lot by an Owner, except: (a) one sign per building site, of not more than three square feet in area, containing the name and address of the Owner; and (b) any other signs required by law. This prohibition shall not apply to signs of the Developer, or its agents, advertising availability of property in the Subdivision.

IV. **TRASH AND GARBAGE.** Garbage containers shall either be stored within the dwelling structure or in an underground enclosure approved by the Association. With the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects shall be permitted to accumulate on or adjacent to a lot. Garbage or trash burning shall not be permitted, except in portable trash burners which shall be stored inside a building when not in use. All horticultural trimmings shall either be removed from the lot on the day they are accumulated or stored for removal in a screened enclosure.

VII. **UTILITIES EASEMENTS.** Developer hereby dedicates an easement along all street rights-of-way, along the rearward ten feet of each lot, and along the outer five feet of all side yards (where more than one lot is used as a building site or where parts of one or more lots are used as a building site, the outside boundaries of said building site shall carry such side yard easement), for the installation and maintenance of drainage facilities and public utilities including water lines, butane and propane fuel lines, sewer lines, electric lines, telephone lines, T.V. cable and any other pipes, lines or distributors for utilities or services to be furnished to the lots within this subdivision. All telephone, electric, water, sewer, fuel lines and pipes or other distributors must be underground from the lot line to the use connection.

VIII. **LOT GRADE.** The grade of any lot, or portion thereof, may not be altered without the written consent of the Association, and the Association will have the right to withhold such consent if the proposed change of grade would be visually objectionable or would adversely affect drainage patterns.

IX. **VEGETATION.** Any trees or specimen vegetation shall not be removed without the written consent of the Association.

X. **HEALTH, WATER AND SANITATION.** All individual wells and subsurface sewage disposal systems shall comply with all laws and regulations of any governmental authority having or asserting jurisdiction over them. No dwelling shall be occupied until such well and subsurface sewage disposal system is installed and all requisite approvals from appropriate governmental authorities have been issued. In addition to any requirements imposed by governmental authority the following stipulations must also be met:

- a) At the time a sewage permit is applied for the final grade of each lot shall be established and referenced on the lot site.
- b) The Association shall inspect or cause to be inspected all individual on site septic systems for sludge level within the Subdivision on an

NEW 513 AM 4/22

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 115 3/21/2023 4:32 PM 5 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

BEST COPY

annual basis. The cost of such inspection shall be borne by and billed to the respective lot owner.

- c) The Association shall report the condition of each septic system to the appropriate governmental authority having jurisdiction over such system by letter, and in the event that upon such inspection it is discovered repairs are required, the Association shall notify the lot owner(s) by letter with a copy to such governmental authority. This letter shall inform the property owner of the required repairs and instruct the property owner that all such repairs shall be done under permit from the appropriate governmental authority.

XI. MEMBERSHIP IN ASSOCIATION.

1. Association Membership. Each Owner of a Lot in the Subdivision is hereby made a Member of the Association, and subject to all powers, duties, dues, liens and assessments which may be exercised thereby. Membership in the Association is appurtenant to ownership of a Lot and cannot be transferred or otherwise dealt with separately from such Lot.

2. Association Functions. As more fully described in the Articles of Incorporation, the purposes of the Association are principally to carry out the duties and responsibilities imposed on the Association by this Declaration, and to hold title to, improve, repair and maintain such roads, drainage, recreational and other facilities within the Subdivision as may be deemed to the Association for the benefit of its members.

3. Assessment and Lien Rights. The Association shall have the power to make and collect assessments against members to defray the cost, expenses and losses of property owned or maintained by the Association. Each owner of a Lot within the Subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, hereby covenants and agrees to pay to the Association any annual charge or assessment (including any special assessment for capital improvements) as may be fixed, established and collected from time to time by the Board of Directors of the Association. The assessments levied by the corporation shall be used exclusively for the purposes set forth in this Declaration and in the Articles of Incorporation of the Association, and specifically for the purpose of maintenance, construction or reconstruction, unexpected repair or replacement of any of the property owned or maintained by the Association. The Board of Directors of the Association shall have the authority to consider actual current maintenance costs and needs of the Association and to affix annual assessments for such costs to be paid by the members of the Association. Such assessments shall be levied in pro-rata amounts against each Lot in the Subdivision in accordance with a formula to be established by the Association. With respect to road maintenance assessments, prorations shall be based on front footage. The front footage shall be deemed to be the distance that each parcel faces on a road. In the case of a parcel which fronts on two roads, such parcel shall be subject to only one assessment based on the longest dimension of one frontage. Until December 31, 1980, the Association shall not assess more than \$100 annually per lot for road maintenance, and any excess cost for road maintenance shall be absorbed by the Developer. In addition to the annual assessments, the Association may levy a special assessment applicable to that year only for the purposes of defraying in whole or in part the costs of any unexpected repair or replacement of any improvement in property owned or maintained by the Association, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting called for this purpose. The quorum required for any action authorized by the preceding sentence shall be two-thirds of the members.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 116 3/21/2023 4:32 PM 6 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

BEST COPY

The Annual and special assessments, together with interest thereon and costs of collection shall be a charge on each lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of collection as hereinafter provided shall also be the joint and several personal obligation of Owner(s) of each individual lot or undivided interest therein at the time when the assessment falls due. All assessments shall be payable within 45 days of notice and billing. If any assessment remains unpaid after said 45 days of such notice, then such assessment shall become delinquent and shall, together with interest thereon at nine percent and all costs of collection, including a reasonable attorneys' fee, thereupon become a continuing lien on the property assessed, and such lien shall bind such property in the hands of the then owners, their heirs, devisees, personal representatives and assigns. Should legal proceedings be required to enforce collection of payment of an assessment, the same may be foreclosed as a lien in the manner provided for enforcement of liens pursuant to the laws of the State of Florida.

The lien of any assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages upon the property subject to the assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure. Such sale shall not relieve such property from liability for any assessments thereafter becoming due or from the lien of any subsequent assessment.

4. Property Rights in the Association's Property. Every member of the Association, including the Developer, and all persons now or hereafter becoming fee owners of an interest in and to any property within the Subdivision shall have and are hereby given a right and perpetual easement of enjoyment in and to the lands owned by the Association.

XII. MODIFICATION OF COVENANTS. Reasonable modifications to these covenants may be made from time to time by the Owners of a majority of lots in the Subdivision, either by way of additions, deletions or changes, so that they may better assure the protection of the value, desirability and attractiveness of the subdivision. These covenants are supplemental to and independent of any zoning, present or future, of Citrus County. No variance or zoning change permitted by the county shall in any way be construed to reduce or modify the covenants contained herein.

XIII. ACCEPTANCE OF COVENANTS BY LOT OWNER. Each Owner, by accepting an interest in any lot, hereby and thereby agrees to be bound by all the conditions, limitations, reservations and restrictions as contained herein, and in the event of a breach agrees to pay all costs, including a reasonable attorneys' fee, for the enforcement of these covenants.

XIX. REMEDIES. In the event of a violation or breach of any of these restrictive covenants, the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, condition or limitation herein contained, however long continued, shall not be deemed a waiver of the right to do so thereafter. The invalidation by a court of any covenant herein contained shall not in any way affect any of the other covenants, which shall remain in full force and effect. Any delinquent Owner agrees to pay a reasonable attorneys' fee for the enforcement of these covenants.

XX. DURATION. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be extended automatically

pg 513 of 434

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 117 3/21/2023 4:32 PM 7 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

BEST COPY

for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change or cancel the covenants in whole or in part.

IN WITNESS WHEREOF, EDWARD J. GERRITS, INC., has caused this Declaration of Protective Covenants to be signed by its duly authorized officer and its corporate seal affixed hereto this 24th day of AUGUST, 1978.

Signed in the presence of:

EDWARD J. GERRITS, INC.

By

STATE OF FLORIDA
COUNTY OF Dade

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared the above named Edward J. Gerrits, Inc. well known to me to be the person described as President of the above named corporation well known to me to be the person who executed the foregoing Declaration of Protective Covenants in the name of and for that corporation.

WITNESS my hand and official seal the County of Dade State named above this 24th day of August, 1978.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR. 24 1981
SIGNED IN MY OFFICE AND SUBSCRIBED

This Instrument Prepared By:

Susan E. Werth
Paul & Thomson
1300 Southeast First National
Bank Building
Miami, Florida 33131

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 118 3/21/2023 4:32 PM 8 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

BEST COPY

EXHIBIT A

The E. 1/2 of the S.W. 1/4 and that part of the E. 1/2 of the N.W. 1/4 lying south and west of the Florida Power Corporation powerline right-of-way and that part of the E. 1/2 lying south and west of the Florida Power Corporation powerline right-of-way and west of State Road No. 495, all lying and being in Section 6, Township 18 south, Range 17 East, Citrus County, Florida.

FILED 211363
FILED & RECORDED
CITRUS COUNTY FLORIDA
CLERK
18 SEP 5 PM 2 42
VERIFIED BY:
D.C.

513 436

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 119 3/21/2023 4:32 PM 9 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

6/7/22, 11:29 AM

Landmark Web Official Records Search

33.00 REC

AMENDED DECLARATION OF PROTECTIVE COVENANTS

SHAMROCK ACRES OF CRYSTAL RIVER - PHASE I

This Declaration is made by SHAMROCK ACRES PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation developed of certain lands in Citrus County, Florida more particularly described on Exhibit A hereto (the "Subdivision"), and identified as DEVELOPER in the Declaration of Protective Covenants for the Subdivision recorded in O.R. Book 513, Page 431, of the Public Records of Citrus County, Florida (the "Declaration").

WHEREAS under Article XII of the Declaration, the Owners, as defined therein, of a majority of the lots in the Subdivision have the right to make reasonable modifications in the covenants contained therein; and whereas the owners of a majority of lots in the Subdivision; and whereas the SHAMROCK ACRES PROPERTY OWNER'S ASSOCIATION, INC., declares certain additions, deletions, and changes to such covenants are necessary to assure the continued protection of the value, desirability and attractiveness of the Subdivision, now therefore, the SHAMROCK ACRES PROPERTY OWNER'S ASSOCIATION, INC., hereby amends the Declaration to read as follows:

Lots in the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are established for the sole purpose of enhancing and protecting the value, attractiveness and pleasant living quality of the Subdivision. These covenants shall run with the land and shall be binding of all parties, whether grantees, mortgagees, devisees, heirs, personal representatives, successors or assigns or any other person claiming right, title or interest, present or future, in the described property, or any part or portion thereof.

1. DEFINITIONS. As used herein the following definitions shall apply:

1. **SURVEY** shall mean and refer to the plan of the Subdivision dated June 19, 1978 prepared by Hilger & Ray Engineering Associates, Inc.
2. **LOT** shall mean and refer to any parcel of land shown upon the survey, which bears a numerical designation.
3. **OWNER** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Subdivision.
4. **ASSOCIATION** shall mean and refer to the Shamrock Acres Property Owner's Association, Inc., a Florida corporation not for profit.
5. **DEVELOPMENT** of a Lot shall mean and refer to the construction of any building or improvement permitted by this Declaration thereon.

BK 14210 PG (10)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 120 3/21/2023 4:32 PM 10 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

6/7/22, 11:29 AM

Landmark Web Official Records Search

II. LOT USAGE. All Lots within the Subdivision may only be used for single family residential purposes. All utility buildings, barns, stables, or other buildings shall be located to the rear of the residence unless otherwise approved by the Association. Clotheslines are permitted, but should be concealed from street view as much as possible. Household pets such as cats and dogs are permitted, along with the following animals as restricted by acreage:

<u>Type of Animal</u>	<u>Maximum number per acre</u>
Domestic Tropical Birds	10
Pigeons and Parrots	3
Poultry	2
Rabbits	1
Horses and other Equine animals	1
Cattle	0.5
Goats, Sheep, Swine	0

Offspring of any of the above permitted animals shall not be computed initially as additional animals; provided, however, that when any such offspring reaches a state where they are capable of sustaining life independent of the mother animal they shall be removed immediately, unless the size of the Lot permits the number of animals per acre.

Any animal permitted by the provisions of this schedule shall be for the sole use and enjoyment of the residents of the property on which such animals are raised or kept. In no event shall animals be raised or kept for any commercial purpose.

Any property on which animals are raised shall be completely enclosed with a fence sufficient in area to contain the number of animals raised on the property. No fenced areas for animals shall be in front of the residence.

Temporary structures, mobile homes, shacks and other structures of similar nature are prohibited. Each residential home shall have a minimum of 1,800 square feet of living area, exclusive of garages and open or screened porches. No residence shall be more than two stories in height, exclusive of basement. No basement or garage may be inhabited either temporarily or permanently. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on it that may be, or may become an annoyance or nuisance to the community.

III. BUILDING SITE. No residence may be constructed except upon a building site as herein defined. A building site shall include a minimum of 2-1/2 acres. No building shall be erected within 35 feet of any street right-of-way, or within 35 feet from any side or rear line of its building site.

IV. CONSTRUCTION COMPLETION. When the physical construction of any building is started, such construction shall proceed diligently and be completed within a reasonable time. If for any reason a building is not completely closed in and completed as to exterior finish within eight months from the commencement of construction, the Association may, after notifying the Owner of its intention, invade the premises and take such steps as it determines are required to correct an

BK 1420 PG 101

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 121 3/21/2023 4:32 PM 11 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

07/22, 11:28 AM

Landmark Web Official Records Search

undesirable condition. The corrective steps taken shall be at the discretion of the Association, and may serve aesthetic, nuisance abatement, or other reasonable purposes. The Owner shall be liable for all costs incurred in such action and the total costs thereof shall be a lien on his property, which lien may be foreclosed in the manner prescribed by law.

V. SIGNS. No sign or advertising matter shall be placed or allowed to be placed on or adjacent to a Lot by an Owner, except that Owners may place: (a) one sign per building site, of not more than three square feet in area and (b) any other signs required by law.

VI. TRASH AND GARBAGE. Garbage containers shall either be stored within the dwelling structure, or in an area not observed from the front of the dwelling. With the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects shall be permitted to accumulate on or adjacent to a Lot. All trash and garbage containers are to be removed from the roadside as soon as practical following pickup. Garbage or trash burning shall not be permitted, except in portable trash burners which shall be stored inside a building when not in use.

VII. UTILITIES EASEMENTS. The association hereby dedicates an easement along all street rights-of-way, along the rearmost ten feet of each Lot, and along the outer five feet of all side yards (where more than one Lot is used as a building site, or where parts of one or more Lots are used as a building site, the outside boundaries of said building site shall carry such side yard easement), for the installation and maintenance of drainage facilities and public utilities, including water lines, butane and propane fuel lines, sewer lines, electric lines, telephone lines, T.V. cable and any other pipes, lines or distributors for utilities or services to be furnished to the Lots within this Subdivision.

VIII. LOT GRADE. The grade of any Lot, or portion thereof, may not be altered without the consent of the Association, and the Association will have the right to withhold such consent if the proposed change of grade would be visually objectionable, or would adversely affect drainage patterns.

IX. VEGETATION. Clear cutting of any lot is prohibited, except as necessary to facilitate the construction of a residence and its amenities. After construction completion of the residence, not more than 10% of the trees shall be removed from the Lot without the written consent of the Association's Board of Directors. All horticultural trimmings shall be removed from the Lot as soon as practical.

X. HEALTH, WATER AND SANITATION. All individual wells and subsurface sewage disposal systems shall comply with all laws and regulations of any governmental authority having or asserting jurisdiction over them. No dwelling shall be occupied until such well and subsurface sewage disposal system is installed and all requisite approvals from appropriate government authorities have been issued. In addition to any requirements imposed by governmental authority, the finish grade of each Lot shall be established and referenced on the Lot site, at the time a sewage permit is applied for.

BK 14712 PG 102

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2023016148 BK: 3364 PG: 122 3/21/2023 4:32 PM 12 Receipt: 2023014674
RECORDING \$545.50 INDEX \$57.00

6/7/22, 11:29 AM

Landmark Web Official Records Search

XI. MEMBERSHIP IN ASSOCIATION.

1. ASSOCIATE MEMBERSHIP. EACH Owner and each Buyer of a Lot in the Subdivision is hereby made a member of the Association, and subject to all powers, duties, dues, liens and assessments which may be exercised thereby. Membership in the Association is appurtenant to ownership of a Lot and cannot be transferred or otherwise dealt with separately from such Lot.

2. ASSOCIATION FUNCTIONS. As more fully described in the Articles of Incorporation, the purposes of the Association are principally to carry out the duties and responsibilities imposed on the Association by this Declaration, and to hold title to, improve, repair and maintain such roads, drainage, recreational and other facilities within the Subdivision as may be deemed to the Association for the benefit of its members.

3. ASSESSMENT AND LIEN RIGHTS. The Association shall have the power to make and collect assessments against members to defray the cost, expenses (including without limitation property taxes and insurance) and losses of property owned or maintained by the Association. Each Owner and each Buyer of a Lot within the Subdivision, by acceptance of a deed or an agreement for deed therefor, whether or not it shall be so expressed in any deed, other conveyance or document, hereby covenants and agrees to pay to the Association any annual charge or assessment (including any special assessment for capital improvements) as may be fixed, established and collected from time to time by the Board of Directors of the Association, and specifically for the purpose of maintenance, construction or reconstruction, unexpected repair or replacement of any of the property owned or maintained by the Association. The Board of Directors of the Association shall have the authority to consider actual current maintenance costs and needs of the Association. Such assessments shall be levied in pro-rata amounts against each Lot in the Subdivision in accordance with a formula to be established by the Association, based on front footage. The front footage shall be deemed to be the distance that each parcel faces on a road. In the case of a parcel which fronts on two roads, such parcel shall be subject to only one assessment based on the longest dimension of one frontage.

Until December 31, 2000, the Association shall not assess more than \$120.00 annually per Lot for road maintenance. In addition to the annual assessments, the Association may levy a special assessment applicable to that year only for the purpose of defraying in whole or in part the costs of any unexpected repair or replacement of any improvement in property owned or maintained by the Association, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at the meeting called for this purpose. The quorum required for any action authorized by the preceding sentence shall be two-thirds of the members.

The annual and special assessments, together with interest thereon and cost of collection shall be a charge on each lot and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with interest thereon, and costs of collection as hereinafter provided shall also be the joint and several personal obligation of Owner (s) of each individual Lot or undivided interest therein at the time the assessment fell due. All Assessments shall be payable within 45 days of notice and billing. If any assessment remains unpaid after the said 45 days of such notice, then such assessment shall become delinquent and shall, together with interest thereon at nine

BK 1420 PG 03

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 123 3/21/2023 4:32 PM 13 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

6/7/22, 11:29 AM

Landmark Web Official Records Search

percent (9%) and all costs of collection, including a reasonable attorneys' fee, thereupon become a continuing lien on the property assessed, and such lien shall bind such property in the hands of the then owners, their heirs, devisees, personal representatives and assigns. Should legal proceedings be required to enforce collection of payment of an assessment, the same may be foreclosed as a lien in the manner provided for enforcement of liens pursuant to the laws of the State of Florida.

The lien of any assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages upon the property subject to the assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure. Such sale shall not relieve such property from liability for any assessments therefor after becoming due or from the lien of any subsequent assessment.

4. PROPERTY RIGHTS IN THE ASSOCIATION'S PROPERTY. Every member of the Association and all persons now or hereafter becoming fee owners of an interest in and to any property within the Subdivision shall have and are hereby given a right and perpetual easement of enjoyment in and to the lands owned by the Association for as long as they hold such interest.

XII. MODIFICATION OF COVENANTS. Reasonable modifications to these covenants may be made from time to time by the Owners of a majority of Lots in the Subdivision, either by way of additions, deletions, or changes, so that they may better assure the protection the value, desirability and attractiveness of the Subdivision. These covenants are supplemental to and independent of any zoning, present or future, of Citrus County. No variance of zoning change permitted by the county shall in any way be construed to reduce or modify the covenants contained herein.

XIII. ACCEPTANCE OF COVENANTS BY LOT OWNERS. Each Owner and each Buyer, by accepting an interest in any Lot, hereby and thereby agrees to be bound by all the conditions, limitations, reservations and restrictions as contained herein, and in the event of a breach agrees to pay all costs, including a reasonable attorney's fee, for the enforcement of these covenants.

XIV. REMEDIES. In the event of a violation or breach of any of these restrictive covenants, the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, condition or limitation herein contained, however long continued, shall not be deemed a waiver of the right to do so thereafter. The invalidation by a court of any covenant herein contained shall not in any way affect any of the other covenants, which shall remain in full force and effect. Any delinquent Owner or Buyer agrees to pay a reasonable attorney's fee for the enforcement of these covenants.

XV. DURATION. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the Owners of the Lots has been recorded agreeing to change or cancel the covenants in whole or in part.

BK 1420 PG 109

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
 #2023016148 BK: 3364 PG: 124 3/21/2023 4:32 PM 14 Receipt: 2023014674
 RECORDING \$545.50 INDEX \$57.00

6/7/22, 11:29 AM

Landmark Web Official Records Search

IN WITNESS WHEREOF, SHAMROCK ACRES PROPERTY OWNER'S
 ASSOCIATION, INC., has caused this Declaration of Protective Covenants to be signed by its duly
 authorized officer and its corporate seal affixed hereto this 11th day of MAY, 2001

Signed in the presence of:

SHAMROCK ACRES PROPERTY
OWNER'S ASSOCIATION, INC.

Susan Hughes
 Susan Hughes

By: Stephen Chernenko PRESIDENT
 STEPHEN CHERENKO

Gynn Clark
 Gynn Clark

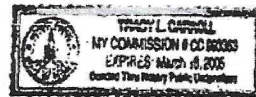


STATE OF FLORIDA

COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, a Notary Public duly
 authorized in the State and County named above to take acknowledgments, personally
 appeared the above named Stephen Chernenko, well known to me to be the
 person described as PRESIDENT of the above named corporation well known
 to me to be the person who executed the foregoing Declaration of Protective Covenants in
 the name of and for that corporation.

WITNESS my hand and official seal in the County and State named above
 this 11th day of MAY, 2001

Notary Public Tracy L. CarrollMy Commission Expires: March 16, 2005

BK 14710 PG 1A

Shamrock Acres Property Owners Assn.
 5390 N. Sierra Vista Dr.
 Crystal River, FL 34428



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 125 3/21/2023 4:32 PM 15 Receipt: 2023014674

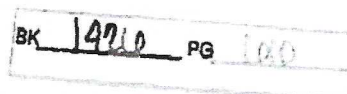
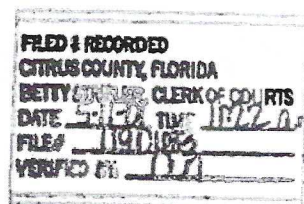
RECORDING \$545.50 INDEX \$57.00

6/7/22, 11:29 AM

Landmark Web Official Records Search

EXHIBIT A

The E. 1/2 of the S.W. 1/4 and that part of the E. 1/2
of the N.W. 1/4 lying south and west of the Florida Power
Corporation powerline right-of-way and that part of the
E. 1/2 lying south and west of the Florida Power
Corporation powerline right-of-way and west of State
Road No. 495, all lying and being in Section 4,
Township 18 South, Range 17 East, Citrus County, Florida



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 126 3/21/2023 4:32 PM 16 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

3/29/2016

Landmark Web Official Records Search

Tract R, Greenwood Acres,
Unit 3 by easement 1378,
2196

19 7 10 05

Prepared by and Return to:
James A. Neal, Jr., Esq.
James A. Neal, Jr., P.A.
452 Pleasant Grove Road
Inverness, FL 34452
(352) 726-1116



Document T. Paid
\$
Intangible Tax Paid
\$
Betsy Strifler
Clerk of the Circuit Court
Citrus County, Florida
By: [Signature] D.C.

CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK OF COURTS
DATE TIME 11:28 A.
FILED
VERIFIED BY:

DRIVEWAY EASEMENT FOR INGRESS AND EGRESS

THIS PERPETUAL NON-EXCLUSIVE DRIVEWAY EASEMENT for ingress and egress is made this 31 day of July 2000, between the SHAMROCK ACRES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, referred to as "Grantor" and RODRICK C. JOHNSON and SHONDA A. JOHNSON, his wife, hereinafter referred to as "Grantees".

WITNESSETH

WHEREAS, the Grantor is the homeowner's association for the subdivision known as Shamrock Acres, and as such owns certain common property, including that road known as North Sierra Vista Drive situate in Citrus County, Florida, more particularly shown in the survey marked Exhibit "A" attached hereto, and by this reference made a part hereof and hereinafter referred to as the "Driveway Parcel".

WHEREAS, the Grantees are the owners of fee simple title to certain other real property situate in Citrus County, Florida, more particularly shown on Exhibit "A" and legally described in Exhibit "B" attached hereto and by this reference made a part hereof and hereinafter referred to as the "Johnson Parcel", and

WHEREAS, Grantor has agreed to grant to Grantees a perpetual non-exclusive driveway easement for ingress and egress across the Driveway Parcel provided the conditions contained herein are complied with by the Grantees.

NOW THEREFORE, Grantor, for and on behalf of itself, its successors-in-interest and assigns does hereby grant, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantees, the receipt of which is hereby acknowledged and other good and valuable consideration, the following Easement:

1. EASEMENT. Subject to the conditions set forth in this Easement Agreement, the Grantor does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantees a perpetual non-exclusive driveway easement for ingress and egress only over and across the "Driveway Parcel" which provides access to and from the Grantees' property to North Sierra Vista Drive in Citrus County, Florida. The real property subject to this Easement is shown in Exhibit "A" attached hereto and by this reference made a part hereof, and generally is described as the road right of way adjacent to that portion of North Sierra Vista Drive that abuts Johnson's property. This grant of easement

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 127 3/21/2023 4:32 PM 17 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

9/29/2016

Landmark Web Official Records Search

shall run with the land and will be binding on and will inure to the benefit of the parties hereto, their heirs, successors, and assigns.

2. PURPOSE. The purpose of the Easement created herein is to provide for ingress and egress to the Johnson Parcel only over and across the Driveway Parcel for the Grantees, their invitees and guests, and their successors. It is not the intent of the parties for any parcel other than the adjoining Johnson Parcel to benefit from this easement, and Grantees agree not to attempt to permit any other property owner to travel across Grantees' parcel and utilize Grantor's road or road right-of-way.

3. CONSTRUCTION, MAINTENANCE AND REPAIR/ MEMBERSHIP IN ASSOCIATION. The Grantees are desirous of constructing a driveway to connect to North Sierra Vista Drive to be used for access to the Grantees' property. The Grantees shall pay for the cost of the Driveway on the Driveway parcel, any costs incurred by the Grantor in relocating improvements to accommodate the Grantees' new construction (including, but not limited to signage and sprinkler relocations), and all future costs of maintaining the driveway itself.

Grantees agree to join the Shamrock Acres Property Owners Association, Inc. and to abide by all the by-laws, restrictions and protective covenants applicable to the subdivision, including all provisions of the AMENDED DECLARATION OF PROTECTIVE COVENANTS SHAMROCK ACRES OF CRYSTAL RIVER recorded at Official Records Book 541 pages 300-305 of the public records of Citrus County, Florida. Grantees agree to be liable for the annual dues, fees and special assessments for road maintenance that may be levied by Grantor, and grant to Grantor the right to lien the Grantees' property described in Exhibit "B" if said assessments are not paid as provided for in said restrictions, and to pay all costs of collection, including reasonable attorneys fees. This covenant to pay assessments is not personal, but rather binding on the owners of the property described in Exhibit "B", their successors, heirs and assigns.

4. NON-EXCLUSIVE EASEMENT. The easement created hereunder is non-exclusive of other uses by the Grantor or any of its successors or assigns which do not unreasonably interfere with the rights created herein.

5. MODIFICATION OF EASEMENT. There are no other agreements or promises by the Grantor except as specifically set forth herein. No alterations, changes, modifications, or amendments shall be made to this Agreement except with the written consent of the parties hereto.

6. NOTICES. Any notice required under this Agreement shall be in writing and shall be either hand-delivered or transmitted by certified or registered mail, postage pre-paid with return receipt requested, and with such writing to be addressed to the parties as follows:

Grantor: Shamrock Acres Property Owners Association,
Inc.
5324 N. Sierra Vista Drive
Crystal River, Florida 34428

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 128 3/21/2023 4:32 PM 18 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

9/29/2016

Landmark Web Official Records Search

Grantees: Rodrick C. Johnson and Shonda A. Johnson
5558 West Pine Circle
Crystal River, FL 34429

The above addresses may be changed by the applicable party to this Agreement as to such party by providing the other party with notice of any such address change in the same manner provided above. In the event that written notice is given as provided in this paragraph 6, then such notice shall be deemed to have been given on the date of receipt by the party to whom it was addressed.

7. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the state of Florida. Venue of any dispute shall be in the appropriate court of competent jurisdiction in Citrus County, Florida.

8. ATTORNEYS FEES. In the event of any litigation regarding this agreement, the prevailing party shall be paid his attorney's fees and court costs in all courts by the non-prevailing party.

8. COUNTERPARTS. This Agreement is being executed in counterparts, each of which shall be deemed an original.

8. EFFECTIVE DATE. This Agreement shall have an effective date as of the date when last executed by the Grantor or Grantees, and can only be terminated by Grantees removal of the driveway on the Driveway Parcel and subsequent written notice to Grantor that Grantees have terminated the easement by non-use.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

Signed, Sealed and delivered
in the presence of:

David L. Jeffes
Witness Signature
President

DAVID L. JEFFES
Witness Printed Name

Chris West
Witness Signature
Witness Printed Name

GRANTOR

By: Stephen P. Chemenko
Stephen P. Chemenko, as
3-31-2023

By: James P. Hinman
James P. Hinman, as Treasurer

BK 1378 PG 128

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 129 3/21/2023 4:32 PM 19 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

9/28/2016

Landmark Web Official Records Search

GRANTEE S

Witness Signature

DAVID L. JEFFER

Witness Printed Name

Witness Signature

CITRUS COUNTY

Witness Printed Name

Rodrick C. Johnson

Shonda A. Johnson

Shonda A. Johnson

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned authority personally appeared the Grantor, Shamrock Acres Property Owners Association, Inc., acting by and through its President, Stephen A. Chermenko and Treasurer, James P. Hinman, who are personally known to me or who presented as well known to me and for ASSESSMENT PURPOSES respectively as identification and who did (did not) take an oath, and who acknowledged before me that they executed the foregoing Driveway Easement for the purposes stated therein.

SWORN TO AND subscribed before me this 31st day of July, 2000.

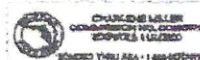
Charlene Miller
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned authority personally appeared the Grantees, Rodrick C. Johnson and Shonda A. Johnson, his wife, who are personally known to me or who presented as well known to me and for ASSESSMENT PURPOSES respectively as identification and who did (did not) take an oath, and who acknowledged before me that they executed the foregoing Driveway Easement for the purposes stated therein.

SWORN TO AND subscribed before me this 31st day of July 2000.

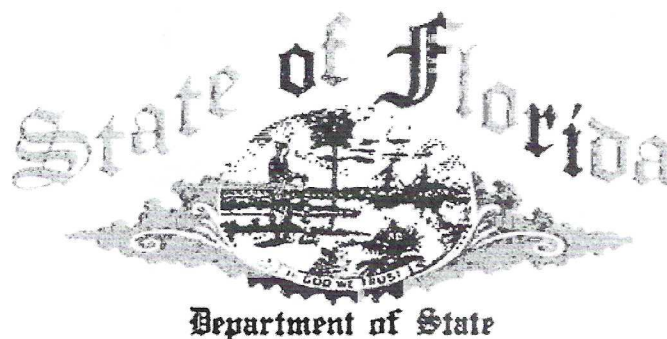
Charlene Miller
Notary Public
My Commission Expires:



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 130 3/21/2023 4:32 PM 20 Receipt: 2023014674

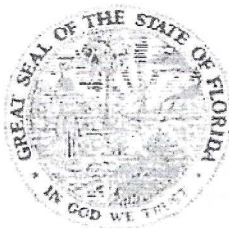
RECORDING \$545.50 INDEX \$57.00




I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of SHAMROCK ACRES PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 744184.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eighth day of July, 2022



CR2E022 (01-11)


Cord Byrd
Secretary of State

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 131 3/21/2023 4:32 PM 21 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

ARTICLES OF INCORPORATION

OF

SHAMROCK ACRES PROPERTY OWNERS
ASSOCIATION, INC.

FILED
MAR 22 11 32 AM '23
CLERK OF CIRCUIT COURT
CITRUS COUNTY, FLORIDA

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby voluntarily associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes.

744184

ARTICLE I - NAME

The name of this corporation is SHAMROCK ACRES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II - PURPOSE

This corporation is organized for the following purposes:

(a) To establish a corporate agricultural community homeowners' association which will, subject to the Declaration of Protective Covenants filed for the property described below, as it may from time to time be amended (the "Declaration"), have the specific purposes and powers described below.

(b) To provide for the maintenance of such common and private areas and structures as may be placed under the jurisdiction of this corporation, and to provide for enforcement of use regulations of property located within that certain tract of land known as Shamrock Acres of Crystal River and more particularly described on Exhibit A attached hereto.

(c) To promote the health, safety and welfare of the residents of the agricultural community which is known as Shamrock Acres of Crystal River.

(d) To fulfill all of the purposes listed above and to exercise all of the powers listed below with respect to all additional properties which may be brought under the jurisdiction of this corporation through recorded amendment or amendments to the Declaration.

PAUL & THOMPSON, 1300 SOUTHEAST FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA 33131

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 132 3/21/2023 4:32 PM 22 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

(e) The purpose of this corporation will not include or permit pecuniary gain or profit nor distribution of its income to its members, officers or directors.

ARTICLE III - POWERS

This corporation shall have and exercise all rights and powers conferred upon corporations under the laws of the State of Florida consistent with the Articles and the Declaration. This corporation shall also have all of the powers and authority, reasonably necessary or appropriate to the operation and regulation of an agricultural community subject to the Declaration, as it may from time to time be amended, including but not limited to the following:

(a) To exercise all the powers and privileges and to perform all the duties and obligations of the "Association" as defined in the Declaration, which Declaration is incorporated herein by reference.

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

(c) To enforce any and all covenants, conditions, restrictions and agreements available to the community known as Shamrock Acres of Crystal River.

(d) To pay taxes, if any, on the common properties and facilities.

(e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 133 3/21/2023 4:32 PM 23 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

(f) To borrow money, and with the assent of two-thirds of the voting members, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(g) To dedicate, sell or transfer all or any part of the common areas, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by the "Developer", as defined in the Declaration, if it is at that time the sole voting member; otherwise said instrument must be signed by two-thirds of the Class A members, agreeing to such dedication, sale or transfer.

(h) To participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and common areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds of the Class A members -- if they be then entitled to vote; otherwise the assent of the Developer alone shall be sufficient.

(i) Subject always to the Declaration, to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE IV - MEMBERSHIP

Every person or entity who is a record owner of a fee simple or of a fractional undivided fee simple interest in any lot which is subject, by covenants of record, to the jurisdiction and powers of this corporation, and particularly to the assessment and assessment lien powers of this corporation, shall be a member of this corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. As used in these Articles of Incorporation, the word "lot" means and refers only to agricultural parcels which are subject to the jurisdiction and powers

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 134 3/21/2023 4:32 PM 24 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

of this corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All membership rights and duties shall be subject to and controlled by the Declaration, which is in the form of a covenant running with the land.

ARTICLE V - VOTING RIGHTS

The corporation shall have two classes of membership:

CLASS A: Class A members shall be all Owners with the exception of the Developer, as defined in the Declaration, and, subject to the CLASS B provisions below, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the single vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any Lot owned by Class A members.

CLASS B: The Class B member shall be the Developer, and it shall be the sole voting member, for three years from the date of the first sale of any Lot in Shamrock Acres of Crystal River or when 50 percent of the Lots in Shamrock Acres of Crystal River are sold, whichever occurs first.

The membership rights (including voting rights) of any Member may be suspended by action of the Board of Directors if such Member shall have failed to pay when due any assessment or charge lawfully imposed upon him or any property owned by him, or if the Member, his family, his tenants, or guests of any thereof, shall have violated any rule or regulation promulgated by the Board of Directors regarding the use of any property or conduct with respect thereto.

ARTICLE VI - BOARD OF DIRECTORS

The affairs of this corporation shall be managed by a Board of Directors, who need not be members of this corporation. The initial Board shall consist of three directors. The number of Directors may be increased by the Bylaws of this corporation, but shall never be less than three Directors. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

-4-

PAUL A. THOMSON, 1200 SOUTHEAST FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA 33131

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 135 3/21/2023 4:32 PM 25 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

<u>Name</u>	<u>Address</u>
Edward J. Gerrits	3465 N.W. Second Avenue Miami, Florida 33137
Monty Van Ness	450 S.E. Highway 19 at Kings Bay Road Crystal River, Florida 32629
John C. Lynskey	1920 Coral Way Miami, Florida 33131

The Directors may, by Bylaw, fix the term of office for all Directors. However, unless contrary provisions are made by Bylaw, each Director's term of office shall be for one year, but all Directors shall continue in office until their successors are duly elected and installed. There shall be held at each annual meeting of this corporation an election of Board members. However, Directors, if re-elected, may serve successive annual terms without limitation.

A majority of the directors currently serving as such shall constitute a quorum. Except as herein otherwise specified, the decision of a majority of the directors present at a meeting at which a quorum is present shall be required and shall be sufficient to authorize any action on behalf of the corporation. Each director shall be entitled to one vote on every matter presented to the Board of Directors.

Any meeting of the members or of the Board of Directors of the corporation may be held within or with the State of Florida

ARTICLE VII - OFFICERS

The affairs of this corporation shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of this corporation and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Edward J. Gerrits	3645 N.W. Second Avenue Miami, Florida 33137

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 136 3/21/2023 4:32 PM 26 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

Vice President Monty Van Ness 450 S.E. Highway 19
at Kings Bay Road
Crystal River, Florida 3262

Secretary/
Treasurer John C. Lynskey 1920 Coral Way
Miami, Florida 33145

ARTICLE VIII - DISSOLUTION

This corporation may be dissolved with the assent given in writing and signed by not less than two-thirds of the members who are entitled to vote. Upon dissolution of this corporation, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this corporation.

ARTICLE IX - BYLAWS

The first Bylaws of this corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE X - DURATION

This corporation shall have perpetual existence.

ARTICLE XI - AMENDMENTS

Amendments to these Articles shall be proposed by the Board of Directors and adopted by a majority of the Members of the corporation at any annual or special meeting called for that purpose, provided that the full text of any proposed amendment shall be included in the notice of such special meeting and provided further that the voting requirements specified for any

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 137 3/21/2023 4:32 PM 27 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

action under any provision of these Articles shall apply also to any amendment of such provision, and no amendment shall be effective to impair or dilute the rights of members that are governed by the recorded covenants and restrictions applicable to Shamrock Acres of Crystal River (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XII - SUBSCRIBERS

The names and residence addresses of the subscribing incorporators of these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Edward J. Gerrits	3465 N.W. Second Avenue Miami, Florida 33137
Patrick Gerrits	3465 N.W. Second Avenue Miami, Florida 33137
John C. Lynskey	1920 Coral Way Miami, Florida 33145

ARTICLE XIII - DIRECTOR CONFLICTS OF INTEREST

No contract or other transaction between this corporation and one or more of its directors, or between this corporation and any other corporation, firm, association or other entity in which one or more of the directors are directors or officers, or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purpose, if:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors, or a fully empowered committee thereof, which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for such purpose without counting the vote or votes of such interested director or directors; or

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 138 3/21/2023 4:32 PM 28 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

(b) The fact of such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or

(c) The contract or transaction is fair and reasonable as to the corporation at the time it is authorized by the Board, committee or the members.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

ARTICLE XIV - INDEMNIFICATION

Any person made a party, or threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or in the right of the corporation, brought to impose any liability, or penalty on such person for any act or acts alleged to have been committed (including alleged omissions or failures to act) by such person in his capacity as director, officer, employee, or agent of the corporation, or of any other corporation, partnership, joint venture, trust, or other enterprise which he served as such at the request of the corporation, shall be indemnified by the corporation, unless the conduct of such person is finally adjudged to have been grossly negligent or to constitute willful misconduct, against judgments, fines, reasonable amounts paid in settlement, and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action, suit, or proceeding, including any appeal thereof. The corporation shall pay such expenses, including attorneys' fees, in advance of the final disposition of any such action, suit or proceeding upon receipt of an undertaking satisfactory to the Board of Directors by or on behalf of such person to repay such amount, unless it shall ultimately be determined that he is

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 139 3/21/2023 4:32 PM 29 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

entitled to indemnification by the corporation for such expense. Indemnification hereunder shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person. The Board of Directors may authorize the purchase and maintenance of insurance on behalf of any person who is or was a director, officer, employee, or agent of another corporation, partnership, limited partnership, joint venture, trust, or other enterprise against liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability hereunder.

ARTICLE XV - REGISTERED OFFICE

The address of the corporation's initial registered office is:

3465 N.W. Second Avenue
Miami, Florida 33137

The name of this corporation's initial registered agent at the above address is:

Edward J. Gerrits, Inc.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribing incorporators of this Corporation, have executed these Articles of Incorporation this 29th day of August, 1978.

SUBSCRIBERS:

Edward J. Gerrits
Edward J. Gerrits

Patrick Gerrits
Patrick Gerrits

John C. Lynskey
John C. Lynskey

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 140 3/21/2023 4:32 PM 30 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

STATE OF FLORIDA }
COUNTY OF Dade } SS:
The foregoing instrument was acknowledged before me
this 20th day of April, 1978 by Edward J. Gerrits.
Barbara P. O'Neil
Notary Public
My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 26 1982
RONALD F. B. G. REAL ESTATE UNDERWRITERS

STATE OF FLORIDA }
COUNTY OF Dade } SS:
The foregoing instrument was acknowledged before
me this 20th day of April, 1978, by Patrick Gerrits.
Barbara P. O'Neil
Notary Public
My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 26 1982
RONALD F. B. G. REAL ESTATE UNDERWRITERS

STATE OF FLORIDA }
COUNTY OF Dade } SS:
The foregoing instrument was acknowledged before
me this 20th day of April, 1978, by John C. Lynskey.
Barbara P. O'Neil
Notary Public
My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 26 1982
RONALD F. B. G. REAL ESTATE UNDERWRITERS

-10-

PAUL A. THOMSON, 1000 N. W. 10TH AVENUE, SUITE 100, MIAMI, FL 33136

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 141 3/21/2023 4:32 PM 31 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for
SHAMROCK ACRES PROPERTY OWNERS ASSOCIATION, INC. at the place
designated in the Articles of Incorporation, Edward J. Gerrits,
Inc. agrees to act in this capacity, and agrees to comply with
the provisions of Section 48.091 relative to keeping open such
office.

EDWARD J. GERRITS, INC.

By: *Edward J. Gerrits*
PresidentDate: *May 22, 1978*

This Instrument Prepared by:

Susan Werth Diner
Paul & Thomson
1300 Southeast First National
Bank Building
Miami, Florida 33131
(305) 371-2000

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 142 3/21/2023 4:32 PM 32 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

EXHIBIT A

The E. 1/2 of the S.W. 1/4 and that part of the E. 1/2 of the N.W. 1/4 lying south and west of the Florida Power Corporation powerline right-of-way and that part of the E. 1/2 lying south and west of the Florida Power Corporation powerline right-of-way and west of State Road No. 495, all lying and being in Section 4, Township 18 south, Range 17 East, Citrus County, Florida.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 143 3/21/2023 4:32 PM 33 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

CERTIFICATE OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION OF
SHAMROCK ACRES PROPERTY OWNERS ASSOCIATION INC.

We, the undersigned President and Secretary of Shamrock Acres Property Owners Association, Inc., a Florida not-for-profit corporation (the "Corporation"), hereby certify that the following are true and correct copies of Article II, Article IV, Article V, Article VI and Article XI of the Articles of Incorporation of the Corporation as amended by resolution approved by a majority of the members of the Corporation present and voting at a meeting held on December 15, 1978, at which meeting a quorum was present and acting throughout:

1. Article II is amended to read as follows:

ARTICLE II - PURPOSE

This corporation is organized for the following purposes:

(a) To establish a corporate agricultural community homeowners' association which will, subject to the Declaration of Protective Covenants filed for the property described below, as it may from time to time be amended (the "Declaration"), have the specific purposes and powers described below.

(b) To own and maintain such common and private areas and structures as may be placed under the jurisdiction of this corporation, and to provide for enforcement of use regulations of property located within that certain tract of land known as Shamrock Acres of Crystal River and more particularly described on Exhibit A attached hereto.

(c) To promote the health, safety and welfare of the residents of the agricultural community which is known as Shamrock Acres of Crystal River.

(d) To fulfill all of the purposes listed above and to exercise all of the powers listed below with respect to all additional properties which may be brought under the jurisdiction of this corporation through recorded amendment or amendments to the Declaration.

(e) The purpose of this corporation will not include or permit pecuniary gain or profit nor distribution of its income to its members, officers or directors.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 144 3/21/2023 4:32 PM 34 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

2. Article IV is amended to read as follows:

ARTICLE IV - MEMBERSHIP

Every person or entity who: (a) is a record owner of a fee simple or a fractional undivided fee simple interest ("Owner"), or (b) is a "Buyer" under an Agreement for Deed which has not been duly terminated ("Buyer"), in or for any Lot which is subject, by covenants of record, to the jurisdiction and powers of this corporation, and particularly to the assessment and assessment lien powers of this corporation, shall be a member of this corporation. The foregoing is not intended to include persons or entities who hold an interest merely as mortgagee, lienor or other secured party, or to include the Developer as a member with respect to any Lot for which there is a Buyer. As used in these Articles of Incorporation, the word "Lot" means and refers only to agricultural parcels which are subject to the jurisdiction and powers of this corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All membership rights and duties shall be subject to and controlled by the Declaration, which is in the form of a covenant running with the land.

3. Article V is amended to read as follows:

ARTICLE V - VOTING RIGHTS

The corporation shall have two classes of membership:

CLASS A: Class A members shall be all Owners and Buyers with the exception of the Developer, as defined in the Declaration, and, subject to the CLASS B provisions below, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the single vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any Lot owned by Class A members.

CLASS B: The Class B member shall be the Developer, and it shall be the sole voting member, for three years from the date of the first sale of any Lot in Shamrock Acres of Crystal River or when 50 percent of the Lots in Shamrock Acres of Crystal River are sold, whichever occurs first.

The membership rights (including voting rights) of any member may be suspended by action of the Board of Directors if such member shall have failed to pay when due any assessment or charge lawfully imposed upon him or any property owned by him, or if the

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 145 3/21/2023 4:32 PM 35 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

member, his family, his tenants, or guests of any thereof, shall have violated any rule or regulation promulgated by the Board of Directors regarding the use of any property or conduct with respect thereto.

4. The last sentence of Article VI is amended to read as follows:

Any meeting of the members of the Board of Directors of the Corporation may be held within or outside the State of Florida.

5. Article XI is amended to read as follows:

ARTICLE XI - AMENDMENTS

Amendments to these Articles shall be proposed by the Board of Directors and adopted by a majority of the Members of the corporation at any annual or special meeting called for that purpose, provided that the full text of any proposed amendment shall be included in the notice of such special meeting and provided further that the voting requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision, and no amendment shall be effective to impair or dilute the rights of members that are governed by the recorded covenants and restrictions applicable to Shamrock Acres of Crystal River (as, for example, membership and voting rights) which are part of the property interests created thereby without the consent or waiver of the affected members.

IN WITNESS WHEREOF, we have affixed our names as President and Secretary, respectively, of SHAMROCK ACRES PROPERTY OWNERS ASSOCIATION, INC., and have affixed the corporate seal of such Corporation this 22nd day of July, 1979.

SHAMROCK ACRES PROPERTY OWNERS
ASSOCIATION, INC.

By [Signature]
President

Corporate Seal

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 146 3/21/2023 4:32 PM 36 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me
this 2nd day of July, 1979 by Edward J. Quirk
President of Shamrock Acres Property Owners Association, Inc., a
Florida not-for-profit corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 24 1983
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me
this 2nd day of July, 1979 by John L. Werth
Secretary of Shamrock Acres Property Owners Association, Inc., a
Florida not-for-profit corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 24 1983
BONDED THRU GENERAL INS. UNDERWRITERS

This Instrument Prepared By:

Susan B. Werth
Paul E. Thomson
1300 Southeast First National
Bank Building
Miami, Florida 33131
(305) 371-2000

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 147 3/21/2023 4:32 PM 37 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

Articles of Amendment
to
Articles of Incorporation
of

SHAMROCK ACRES PROPERTY OWNERS ASSOCIATION, INC.
(Name of Corporation currently filed with the Florida Dept. of State)

744184
(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:
(Principal office address **MUST BE A STREET ADDRESS**)

C. Enter new mailing address, if applicable:
(Mailing address **MAY BE A POST OFFICE BOX**)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: LAWRENCE H. WORLEY, SR.

5182 N. ANDRI DRIVE

(Florida street address)

New Registered Office Address:

CRYSTAL RIVER

(City)

Florida 34428

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
 #2023016148 BK: 3364 PG: 148 3/21/2023 4:32 PM 38 Receipt: 2023014674
 RECORDING \$545.50 INDEX \$57.00

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)
 Please note the officer/director title by the first letter of the office title:
 P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation. Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change
☒ Remove
☒ Add

PT John Doe
 V Mike Jones
 SV Sally Smith

Address

Type of Action
 (Check One)

Title

Name

1) ☐ Change

☐ Add

☒ Remove

T-D

JAMES P. HINMAN

5324 N. SIERRA VISTA DR.
CRYSTAL RIVER, FL 34428

2) ☐ Change

☒ Add

☐ Remove

T-D

LAWRENCE H. WORLEY, SR.

5182 N. N. RI DR.
CRYSTAL RIVER, FL 34428

3) ☐ Change

☐ Add

☐ Remove

4) ☐ Change

☐ Add

☐ Remove

5) ☐ Change

☐ Add

☐ Remove

6) ☐ Change

☐ Add

☐ Remove

RECORDING \$545.50 INDEX \$57.00

E. If amending, or adding additional Articles, enter changes here:
(attach additional sheets, if necessary). (Be specific)

Page 3 of 4

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2023016148 BK: 3364 PG: 150 3/21/2023 4:32 PM 40 Receipt: 2023014674
RECORDING \$545.50 INDEX \$57.00

The date of each amendment(s) adoption: December 21, 2018 if other than the date this document was signed.

Effective date if applicable: 12/21/18
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 12/21/18

Signature Deborah L. Goulie
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

DEBORAH L. GOULIE
(Typed or printed name of person signing)

VICE PRESIDENT
(Title of person signing)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
 #2023016148 BK: 3364 PG: 151 3/21/2023 4:32 PM 41 Receipt: 2023014674
 RECORDING \$545.50 INDEX \$57.00

Articles of Amendment
 to
 Articles of Incorporation
 of

Shamrock Acres Property Owners Association, Inc.
 (Name of Corporation as currently filed with the Florida Dept. of State)

164,544
 (Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:
 (Principal office address **MUST BE A STREET ADDRESS**)

C. Enter new mailing address, if applicable:
 (Mailing address **MAY BE A POST OFFICE BOX**)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

Rich Edwards
5379 N. Sierra Vista Dr.
 (Florida street address)

New Registered Office Address:

Crystal River
 (City)

Florida 34428
 (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Rich Edwards
 Signature of New Registered Agent, if changing

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 152 3/21/2023 4:32 PM 42 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change <input type="checkbox"/> Add	<u>T-D</u>	<u>Laurence H. Worley Sr</u>	<u>5182 N Andri Dr</u>
<input checked="" type="checkbox"/> Remove			<u>Crystal River, FL 34428</u>
2) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add	<u>T-D</u>	<u>Buth Edwards</u>	<u>5379 N Sierra Vista Dr</u>
<input type="checkbox"/> Remove			<u>Crystal River FL 34428</u>
3) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	<u>V-D</u>	<u>David Gaudie</u>	<u>4205 Yacht Hills Ln</u> <u>Crystal River FL 34428</u>
4) <input type="checkbox"/> Change <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	<u>V-D</u>	<u>Buth Edwards</u>	<u>See above</u>
5) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove			

E. If amending or adding additional Articles, enter changes here:
(attach additional sheets, if necessary). (Be specific)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 153 3/21/2023 4:32 PM 43 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

the date of each amendment(s) adoption: _____ if other than the
the date this document was signed,

Effective date if applicable: NO. ENDED 1, 2020
(no more than 90 days after amendment file date)

te: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the
document's effective date on the Department of State's records.

option of Amendment(s) **CHECK ONE**

The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s)
was/were sufficient for approval.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 154 3/21/2023 4:32 PM 44 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated

12/12/2020

Signature

Juliet A. DeBussk
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

JULIET A. DEBUSSK

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 155 3/21/2023 4:32 PM 45 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

BYLAWS

SHAMROCK ACRES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I - NAME

The name of the corporation shall be SHAMROCK ACRES PROPERTY OWNERS ASSOCIATION, INC. Its principal office shall be in the County of Citrus, State of Florida.

ARTICLE II - PURPOSE

Section 1. In addition to those objects and purposes set forth in the Articles of Incorporation, the general nature of the objects and purposes of the corporation shall be as follows:

a. To provide a forum whereby the individual property owners of the property known as Shamrock Acres of Crystal River (the "Community") may unite to promote the comfort, protection, convenience, interests, and vested rights of the property owners of the Community in general, and its members in particular.

b. To provide a vehicle for expressing desires and opinions to elected and appointed governmental officials.

c. To cooperate with other property owners associations and civic associations to promote mutually beneficial goals.

d. To provide a channel for dialogue with the developer of the Community, its heirs, successors and assigns.

e. To formulate, encourage, and advance ideas and policies which will inure to the benefit, best interests, and common good of all the members and property owners in the Community.

f. To develop and foster understanding between the members and the general public.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 156 3/21/2023 4:32 PM 46 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

Section 2. Except as otherwise specified in the Articles of Incorporation, the corporation shall be empowered to do and perform all acts and things allowed by the laws of the State of Florida relative to corporations not for profit, as now existing, or as the law may henceforth provide.

ARTICLE III - MEMBERSHIP

Section 1. Definition. Every person or entity who: (a) is a record owner of a fee simple or a fractional undivided fee simple interest ("Owner"), or (b) is a "Buyer" under an Agreement for Deed which has not been duly terminated ("Buyer"), in or for any Lot which is subject, by covenants of record, to the jurisdiction and powers of this corporation, and particularly to the assessment and assessment lien powers of this corporation, shall be a member of this corporation. The foregoing is not intended to include persons or entities who hold an interest merely as mortgagee, lienor or other secured party, or to include the Developer as a member as to any Lot for which there is a Buyer. As used in these Bylaws, the word "Lot" means and refers only to agricultural parcels which are subject to the jurisdiction and powers of this corporation. Membership shall be appurtenant to and may not be separated from membership of any Lot. All membership rights and duties shall be subject to and controlled by the Declaration of Protective Covenants for the Community as more particularly identified in the Articles of Incorporation (the "Declaration"), which is in the form of a covenant running with the land.

Section 2. Classes and Voting Rights. The corporation shall have two classes of membership:

CLASS A: Class A members shall be all Owners and Buyers with the exception of the Developer, as defined in the Declarations, and, subject to the CLASS B provisions below, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the single vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any Lot owned by Class A members.

CLASS B: The Class B member shall be the Developer, and it shall be the sole voting member, for three years from the date of the first sale of any Lot in the Community or when 50 percent of the Lots in the Community are sold, whichever occurs first.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 157 3/21/2023 4:32 PM 47 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

Section 3. Suspension. The membership rights (including voting rights) of any member may be suspended by action of the Board of Directors if such member shall have failed to pay when due any assessment or charge lawfully imposed upon him or any property owned by him, or if the member, his family, his tenants, or guests of any thereof, shall have violated any rule or regulation of the Board of Directors regarding the use of any property or conduct with respect thereto.

Section 4. Membership Rights. No member shall have any vested right, interest or privilege of, in or to the assets, functions, affairs or franchises of the corporation, or any right, interest or privilege which may be transferable or inheritable, or which shall continue if his membership ceases, or while he is not in good standing; provided, that before his membership shall cease against his consent he shall be given an opportunity to be heard, unless he is absent from Citrus County, the county in which the property is located.

Section 5. Assessments and Dues. Each member shall pay such annual assessments and dues, if any, on March 1st of each year as shall be fixed in accordance with Sections 3 and 4 of Article IV. The Board may prorate the assessments and dues of new members for the remaining portion of the year in which they become members. Any member failing to pay his assessment and/or dues by June 1st of each year shall be liable to have his membership forfeited by the Board. Any unpaid assessments and dues shall be accumulated and paid to reestablish membership.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number and Qualifications. There shall be a Board of Directors consisting of not less than three or more than seven members who need not be members of the Corporation. Until all of the lots in the Community are sold, there shall be at least one representative of the Developer on the Board of Directors.

Section 2. The term of office of the directors shall expire at the annual meeting next ensuing. Directors of the corporation may serve consecutive terms of office, and the number of terms shall not be limited. In case of any increase in the number of directors, the additional directorships so created may be filled in the first instance in the same manner as a vacancy in the board of directors.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 158 3/21/2023 4:32 PM 48 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

Section 3. Assessments (other than for road maintenance) and Dues. Subject to the Declaration, the power of fixing the occasions, limits, amounts and the time and method of payment of regular or special assessments and dues shall rest solely in the full, absolute, and uncontrolled discretion of the Board of Directors, to which such power is hereby delegated; provided, that the dues (which term does not include assessments) fixed upon a member for any one fiscal year shall not exceed an amount of \$100. The amount of assessments and dues shall become, on and after notice, an indebtedness to the corporation collectible by due course of law. The failure to pay any dues within three months from the date of billing shall render the member liable to expulsion. Assessments shall be made in accordance with the Declaration and unpaid assessments shall constitute a lien against the Lot until paid.

Section 4. Assessments for road maintenance. The Board of Directors of the Association shall have the exclusive power to fix annual assessments for road maintenance (including taxes, insurance and maintenance of road drainage structures). Such assessments shall be on a cost basis, and until December 31, 1980 shall not exceed \$100. per Lot. Assessments shall be made against each member in the manner set forth in the Declaration and unpaid road assessments shall constitute a lien against the lot until paid.

Section 5. General Powers. The Board shall have the power to manage all the affairs of the corporation and to make all contracts necessary for the proper transaction of its business. They shall have entire jurisdiction over all matters pertaining to the care, conduct, control, supervision and management of the corporation and its properties and finances, and all appropriations for the expenditure of corporation funds shall be made by them. They shall have the power to employ and discharge all employees of the corporation.

In addition to the powers conferred upon and delegated to the Board by the Articles of Incorporation and these bylaws, the power to hire, engage, employ, and compensate experts and professionals of any and all fields of endeavor in order to further the objects and purposes of the corporation shall rest in the full, absolute, and uncontrolled discretion of the Board, to which such power is hereby specifically delegated.

Section 6. Election of Officers. The Board shall elect all officers and may fill any vacancy among the directors for the unexpired term by a vote of the majority of those present at any regular or special meeting of the Board. The Board may remove any officer from office by a majority vote of all members of the Board at any regular or special meeting of the Board.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 159 3/21/2023 4:32 PM 49 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

Section 7. Meetings. The Board shall have an organizational meeting after the annual meeting of the members and shall meet once each month on a date which the Board members shall select. The Board shall meet at such other times when called by the President or upon call of any three members of the Board. Notice of meetings of the Board shall be mailed to each Board member by the Secretary at least five days before the date of the meeting or shall be given in person, or by telephone, by the President or the Secretary at least three days before the date of the meeting. A majority of the members of the Board currently serving shall constitute a quorum at any meeting. The order of regular meetings of the Board shall be:

1. Minutes of previous meeting
2. Reports of Officers
3. Reports of Committees
4. Unfinished Business
5. New Business

ARTICLE V - OFFICERS

Section 1. Offices. The officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer. They shall be elected annually by the Board of Directors at the organizational meeting of the Board and shall be members of the Board. The offices of Secretary and Treasurer may be, but need not be, filled by one individual. An Assistant Secretary and an Assistant Treasurer may also be elected by the Board and may be, but need not be, members of the Board.

Section 2. President. The President shall be the chief executive officer of the corporation and Chairman of the Board. He shall appoint all committees, subject to approval of the Board, and shall be ex officio member of each committee except the Nominating Committee and the Audit Committee. As ex officio member he shall be permitted, but not required, to attend any committee meeting.

Section 3. Vice President. The Vice President shall perform the President's duties in his absence. In the event of the resignation of the President, the Vice President shall act until the Board fills the office of President. In the absence of both the President and Vice President, the Board shall select a chairman to perform the duties of the President.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 160 3/21/2023 4:32 PM 50 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

Section 4. Secretary. The Secretary shall issue all required notices of directors' meetings and meetings of the members and shall attend and keep the minutes of the same. He shall have charge of all corporate books, records, and papers; shall be custodian of the corporate seal; shall keep all written contracts of the corporation; and shall perform all other duties as are incident to his office or as assigned to him by the Board of Directors.

Section 5. Treasurer. The Treasurer shall have custody of all money and securities of the corporation, and shall give bond in such sum with such security as the directors may required conditioned upon the faithful performance of the duties of his office. The amount of said bond shall be paid by the corporation. He shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records and other papers to the directors for their examination and approval as often as they may require; and he shall perform all such other duties as are incident to his office. At the annual meeting of the members, the Treasurer shall make a report of all receipts and disbursements for the preceding and current fiscal years, and of all outstanding obligations of the corporation. In the event of the absence or disability of the Treasurer, his duties shall be performed by such person as the Board of Directors shall select.

Section 6. Bonding. All officers and employees of the corporation who have the custody or control of any funds of the corporation shall be bonded in such amount and by such surety as determined by the Board.

ARTICLE VI - COMMITTEES

Section 1. Appointment. The President shall appoint all committees subject to the approval of the Board. Except as elsewhere provided herein chairmen of all committees shall be members of the Board.

Section 2. Executive Committee. There shall be an executive committee consisting of five members, at least four of whom shall be members of the Board of Directors and one of whom, not necessarily a member, shall be a technical specialist (e.g., an architect, engineer, lawyer or accountant). The functions of this committee will consist of monitoring community appearance by reviewing applications for such construction, landscaping and other approvals as the Board may from time to time determine and reporting thereon to the Board; monitoring all construction activity

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 161 3/21/2023 4:32 PM 51 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

and recommending such corrective steps as are authorized in the Declarations of Protective Covenants; inquiring into and formulating solutions for problems involving streets, sewers, water, lights, drainage, lot maintenance, telephone and cable television service within the subdivision; coordinating services in regard to police protection, fire protection and prevention, traffic control, sanitation, trash removal, and noise suppression; and serving as liason with city, county, school, zoning, and other local governmental bodies and officials with respect to the subdivision.

In addition to the duties prescribed in these bylaws, the Executive Committee shall perform such other duties as may from time to time be assigned by the Board.

Section 3. Audit Committee. An Audit Committee consisting of three members, none of whom shall be members of the Board, shall be appointed by the President at least ninety days before each annual meeting of the members and at least fifteen days before any special meeting of the members called for the purpose of reviewing the financial status of the corporation. The Audit Committee shall submit a financial report at each annual meeting of the members and at any special meeting of the members called for that purpose.

Section 4. Nominating Committee. A Nominating Committee consisting of the retiring directors, shall convene at least ninety days before each annual meeting of the members. It shall be the duty of the Nominating Committee to select and nominate candidates for the Board. All nominations made by the committee shall be mailed to each member at least two weeks in advance of the annual election by the Secretary of the corporation.

The slate of candidates to be submitted at the annual meetings of the members upon the occasions of director election prescribed in these bylaws shall contain only the names of those candidates nominated in accordance with the provisions of this Section, and every director of the corporation shall be elected from the slate of candidates so submitted.

Any member of the Association in good standing may be nominated to the Board of Directors, should he or she agree to run, and unless the proposed candidate is a director whose term is expiring should his or her nomination be accompanied by five signatures of other members in good standing. The procedure for nominating a slate of candidates shall be as follows:

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 162 3/21/2023 4:32 PM 52 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

90 days prior to Annual Meeting of Members - Nominating Committee convenes. Thereafter, the Secretary shall send out a letter advising members of the expiration of term of office, the fact that the incumbents may be reelected and seeking names of other candidates, with supporting signatures.

45 days prior to Annual Meeting - Nominating Committee meets to consider proposed candidates; if there are more qualified candidates than the number of open directorships, ballots shall be sent to members for them to choose among such candidates.

21 days prior to Annual Meeting - Nominating Committee meets to count the ballots, if any, and prepare the slate of candidates.

Section 5. Other Committees. Subject to the approval of the Board, the President may from time to time appoint such additional committees, including a Social Committee, as are necessary to carry out the objects and purposes of the corporation.

ARTICLE VII - MEMBERSHIP MEETING

Section 1. Annual Meeting. The annual meeting of the members of the corporation shall be held at 8:00 p.m. on the first Wednesday in August. At each annual meeting, the members shall elect Directors for a term of one year. Annual meetings of the members shall be held in the County of Citrus.

Notice of the meeting shall be mailed to each member not less than fifteen days nor more than thirty days before the time of the meeting. Such notice shall state the time and place of the meeting and, where the by-laws so require, the substance of any business to be transacted at the meeting. Delivery of notice shall be deemed to have been made to each member when the notice has been deposited postpaid in the United States Mail, addressed to the member as his address appears on the records of the corporation.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President, or in his absence by the Vice President, or by a majority of the Board of Directors. It shall be obligatory to call such a meeting whenever so requested by twenty-five percent or more of the members. Notice of the time, place and object of all special meetings of the members shall be mailed by the Secretary to each member not less than fifteen nor more than thirty days before the date thereof. Delivery of notice shall be deemed to have been made to each member when the notice has been

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 163 3/21/2023 4:32 PM 53 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

deposited postpaid in the United States Mail, addressed to the member as his address appears on the records of the corporation. At such special meeting no business except that which relates to the subject mentioned in the notice shall be transacted.

Section 3. Voting. At every annual and special meeting of the members, each member shall be entitled to cast one vote which vote may be cast by him either in person or by proxy. Where membership is based upon co-ownership or family ownership of a residential site, the member vote shall be cast by one of the co-owners or one of the adult family members. Where membership is held by a legal entity, the member vote shall be cast by the agent or official of that entity so authorized. All proxies shall be in writing and be filed with the Secretary and by him recorded in the minutes of the meeting. At any annual or special meeting of the members where a majority of the members are present, either in person or by proxy, a quorum shall be deemed to exist and the vote of the majority of the members so present shall be deemed to be the act of all the members of the corporation.

ARTICLE VIII - CONDUCT OF MEETINGS

Conduct of the meetings of the members and of the Board shall be by Roberts' Rules of Order.

ARTICLE IX - FINANCES

The funds of the corporation shall all be deposited in such banks, trust companies or savings and loan associations, as the Board shall from time to time designate and may be withdrawn or disbursed only by checks or orders signed in the manner prescribed by resolutions of the Board. The fiscal year of the corporation shall be the calendar year.

ARTICLE X - INDEMNIFICATION

Any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether or not brought by or in the right of the Corporation, by reason of the fact that he or she is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 164 3/21/2023 4:32 PM 54 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the Corporation, unless the conduct of such person is finally adjudged to have been grossly negligent or to constitute willful misconduct, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, including any appeal thereof. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized in this Bylaw. Indemnification hereunder shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors, and administrators of such person. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which any such person may otherwise be entitled apart from this Bylaw.

The Board of Directors may authorize the purchase and maintenance of insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Bylaw.

ARTICLE XI - AMENDMENT OF BYLAWS

From and after the enactment and approval of these bylaws, amendments shall be proposed by the Board of Directors and adopted by a majority of the membership at any annual or special meeting called for that purpose; provided, that the full text of any proposed amendment, alteration, or rescission shall be included in the notice of such meeting.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 165 3/21/2023 4:32 PM 55 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

ARTICLE XII - AMENDMENT OF ARTICLES

Amendments to the Articles of Incorporation shall be proposed by the Board of Directors and adopted by a majority of the membership at any annual or special meeting called for that purpose; provided, that the full text of any proposed amendment shall be included in the notice of such meeting.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 166 3/21/2023 4:32 PM 56 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

**SHAMROCK ACRES PROPERTY OWNER'S ASSOCIATION, INC.
BYLAW AMENDMENT**

ARTICLE VII

Section 3. Voting. At every annual and special meeting of the members, each member shall be entitled to cast one vote which may be cast by him either in person or by proxy. Where membership is based upon co-ownership or family ownership of a residential site, the member vote shall be cast by one of the co-owners of one of the adult family members. Where membership is held by a legal entity, the member vote shall be cast by the agent or official of that entity so authorized. All proxies shall be in writing and be filed with the Secretary and by him recorded in the minutes of the meeting. At any annual or special meeting of the members where ~~a majority~~ **25% plus 1(one)** of the members are present, either in person or by proxy, a quorum shall be deemed to exist and the vote of the majority of the members so present shall be deemed to be the act of all the members of the corporation.

APPROVED BY A MAJORITY OF THE MEMBERS
ANNUAL MEETING SEPTEMBER 13, 2008

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 167 3/21/2023 4:32 PM 57 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

4/6/2017

Landmark Web Official Records Search

EXHIBIT A

The E. 1/2 of the S.W. 1/4 and that part of the E. 1/2
of the N.W. 1/4 lying south and west of the Florida Power
Corporation powerline right-of-way and that part of the
E. 1/2 lying south and west of the Florida Power
Corporation powerline right-of-way and west of State
Road No. 495, all lying and being in Section 4,
Township 18 South, Range 17 East, Citrus County, Florida

FILED & RECORDED	
CITRUS COUNTY, FLORIDA	
BETTY STUBBS, CLERK OF COURTS	
DATE	5-11-02 TIME 10:22 AM
FILE#	1191-1083
INDEXED BY	27

BK	1426	PG	100
----	------	----	-----

<https://search.clerk.citrus.fl.us/LandmarkWeb/search/index?theme=.blue§ion=searchCriteriaName&quickSearchSelection=#>**EXHIBIT****B**

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2023016148 BK: 3364 PG: 168 3/21/2023 4:32 PM 58 Receipt: 2023014674
RECORDING \$545.50 INDEX \$57.00



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 169 3/21/2023 4:32 PM 59 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

owner_1	owner_2						short_legal
MOISE FRANTZ	MYRIAN	5018 N	ANDRI	DR	CRYSTAL RIVER	FL 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE
BLOCKER ELIZABETH		5283 N	ANDRI	DR	CRYSTAL RIVER	FL 34428	1 UNREC SUB LOT 37
LEMON MICHAEL A		5478 N	ANDRI	DR	CRYSTAL RIVER	FL 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE
APPLE RICHARD F JAKA PROPERTY HOLDINGS LLC SHAMROCK ACRES OF CRYSTAL	RENAUD-APPLE DONNA	5288 N	SIERRA VISTA	DR	CRYSTAL RIVER	FL 34428	1 UNREC SUB LOT 9
		9327 W	CARAVAN	PATH	CRYSTAL RIVER	FL 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE
	RIVER UNIT 1 PROP OWNERS ASSOC	5326 N	ANDRI	DR	CRYSTAL RIVER	FL 34428	1 UNREC SUB LOT 4
PALHOF GLENN C	PALHOF KATHLEEN A	5086 N	CITRUS	AVE	CRYSTAL RIVER	FL 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE
NELSON GEORGE	NELSON CRYSTAL	5248 N	ANDRI	DR	CRYSTAL RIVER	FL 34428	1 UNREC SUB LOT 11
PEREZ ALBERTO		5175 N	TUMBLEWOOD	DR	CRYSTAL RIVER	FL 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE
RUNNELS JONATHAN	RUNNELS JACQUELINE	9709 W	CARAVAN	PATH	CRYSTAL RIVER	FL 34428	1 UNREC SUB LOT 26
PAINE DENNIS		5131 N	ANDRI	DR	CRYSTAL RIVER	FL 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE
HATALYK PETER SR	HATALYK TERRY	5552 N	ANDRI	DR	CRYSTAL RIVER	FL 34428	1 UNREC SUB LOT 35
HALL JOSHUA J	HALL TARA L	5594 N	ANDRI	DR	CRYSTAL RIVER	FL 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE
GILL-SIMS TAYLOR EDWARDS RONALD KERRY	GILL-SIMS JAMIE	5780 N	SIERRA VISTA	DR	CRYSTAL RIVER	FL 34428	1 UNREC SUB LOT 15
BRIGGS TONYA M CAPP CRITES WORLEY VICTORIA M	WORLEY LISA J	5182 N	ANDRI	DR	CRYSTAL RIVER	FL 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE
RETZKO PETER	RETZKO MARGARET E	9298 W	FAR HILLS	LN	CRYSTAL RIVER	FL 34428	1 UNREC SUB LOT 19
GOUDIE DAVID W	GOUDIE DEBORAH L	9355 W	FAR HILLS	LN	CRYSTAL RIVER	FL 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE
SCHUCK KATHLEEN A		5700 N	ANDRI	DR	CRYSTAL RIVER	FL 34428	1 UNREC SUB LOT 7B
HINMAN JAMES P	HINMAN PEGGY L	5324 N	SIERRA VISTA	DR	CRYSTAL RIVER	FL 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE

EXHIBIT

tabbler

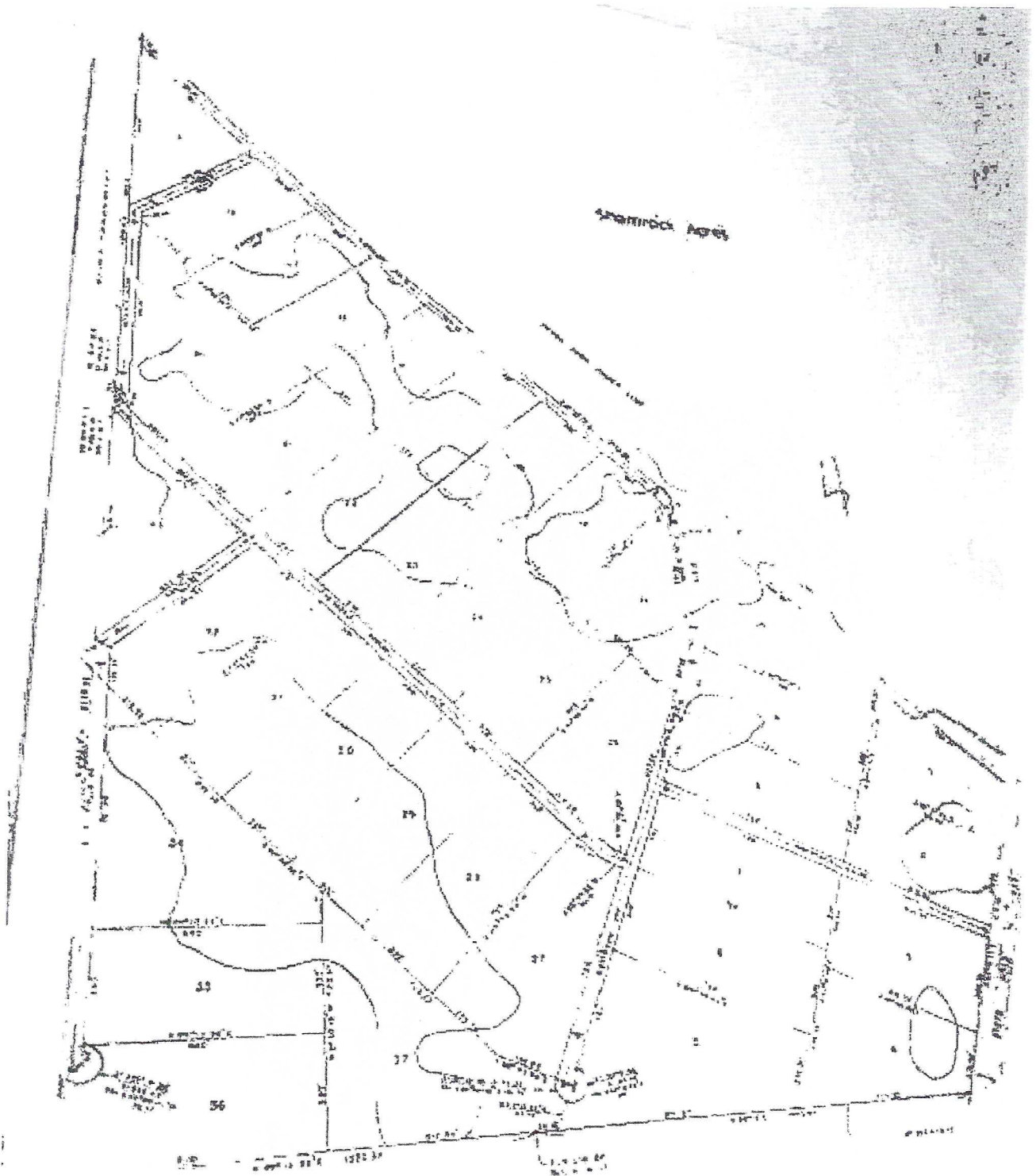
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 170 3/21/2023 4:32 PM 60 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

HICKEY DAVID J	HICKEY BEVERLY G	5368 N	SIERRA VISTA	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 32
RUTLEDGE PAMELA C		5630 N	ANDRI	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 16
CORTEZ BRADLEY C	CORTEZ MEGAN S	5585 N	SIERRA VISTA	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 20
LUKACSEK EDWARD	LUKACSEK ANGELA	5427 N	SIERRA VISTA	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 21
SMITH VIRGINIA H	CONNIE J HOPKINS LIVING TRUST	5331 N	SIERRA VISTA	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 23
HOPKINS CONNIE J THE AFFORDABLE HOME COMPANY		5055 N	ANDRI	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 5
APPLE RICHARD	RENAUD-APPLE DONNA	5728 N	ANDRI	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 18
DEBUSK DERL F	DEBUSK JULET A	5250 N	SIERRA VISTA	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 29
CRABTREE JEFFREY S	CRABTREE SUSAN L	5390 N	SIERRA VISTA	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 33
HICKS STEWART VANCE		5325 N	ANDRI	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 10
HAMMONS HARRY		5508 N	ANDRI	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 13
WALDRON DON L		5251 N	SIERRA VISTA	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 25
CHAMBERLAIN PAULA A		5130 N	ANDRI	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 27
DICKERT JIM C NEUBURGER DONALD T SR	DICKERT DUWANNNA C DONALD T NEUBURGER SR REVOCABLE TRUST	5198 N	SIERRA VISTA	DR	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 28
NEUBURGER DONALD T SR	REVOCABLE TRUST DONALD T NEUBURGER SR REVOCABLE TRUST	9360 W	FAR HILLS	LN	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 7
		9229A W	FAR HILLS	LN	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 1
		9229 W	FAR HILLS	LN	CRYSTAL RIVER	FL, 34428	SHAMROCK ACRES OF CRYSTAL RIVER PHASE 1 UNREC SUB LOT 2
LASTINGER, KARIN		5492 N	SIERRA VISTA	LN	CRYSTAL RIVER	FL, 34428	TRACT R, GREENWOOD ACRES, UNIT 3 BY VIRTUE OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1378, PAGE 2196, PUBLIC RECORDS, CITRUS COUNTY, FL

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2023016148 BK: 3364 PG: 171 3/21/2023 4:32 PM 61 Receipt: 2023014674
RECORDING \$545.50 INDEX \$57.00



RECORDING \$545.50 INDEX \$57.00

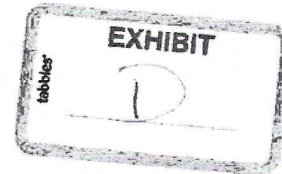


Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2023016148 BK: 3364 PG: 173 3/21/2023 4:32 PM 63 Receipt: 2023014674
RECORDING \$545.50 INDEX \$57.00

Ron DeSantis
GOVERNOR



Meredith Ivey
ACTING SECRETARY



March 10, 2023

H. Web Melton, III., Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, Florida 33601-3913

**Re: Shamrock Acres Property Owners Association, Inc. –
Shamrock Acres of Crystal River, Phase I; Approval;
Determination Number: 23044**

Dear Mr. Melton:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Shamrock Acres Property Owners Association, Inc. – Shamrock Acres of Crystal River, Phase I (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

A handwritten signature in dark ink, appearing to read "James D. Stansbury". The signature is fluid and cursive.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Catwalk Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7106 | www.FloridaJobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephonic numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2023016148 BK: 3364 PG: 174 3/21/2023 4:32 PM 64 Receipt: 2023014674

RECORDING \$545.50 INDEX \$57.00

H. Web Melton, III, Esq.

March 10, 2023

Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.