

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.

I. 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.

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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

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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.

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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 deeded to the Association for the benefit of it's 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 of 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

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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.

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

Lynn Clark
Lynn Clark



STATE OF FLORIDA

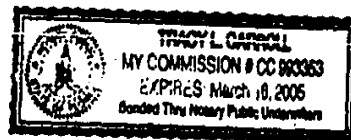
COUNTY OF CITRUS

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

Tracy L. Carroll
Notary Public Tracy L. Carroll

My Commission Expires: March 16, 2005



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



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 STRIFLER, CLERK OF COURTS
DATE <u>5-11-01</u> TIME <u>11:22 a.m.</u>
FILE# <u>11901083</u>
VERIFIED BY: <u>CS</u>

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