



**Marion County
Board of County Commissioners**

Growth Management ♦ Zoning

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR REZONING

Application No.: 31821

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from R-3 to R-PUD,
for the intended use of: 8 Unit apartments.

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 8004-0433-18

Property dimensions: 200'x120' **Total acreage:** 0.55 ac

Directions: From I-75, take exit to 341 for SW-HWY-484. After 0.8 miles, Turn left onto Marion Oaks Blvd and drive approximately 2.6 miles on Marion Oaks Blvd, and 351 Marion Oaks in on the left.

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

A&B PROPERTIES SERVICES LLC
Beatriz Estela Rosa

Property owner name (please print)
275 Sycamore Ct

Mailing address
Wind Gap, Pennsylvania 18091

City, state, zip code
908-343-9077

Phone number (please include area code)

Beatriz Estela

dotloop verified
06/17/25 6:21 PM EDT
QOIC-LRJO-JBWW-CVTW

Signature

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is \$1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

FOR OFFICE USE ONLY

RECEIVED BY: _____ **DATE:** _____ **ZONING MAP NO.:** _____
LAND USE: _____ **ZONING:** _____ **SEC/TWP/RGE:** _____/_____/_____

Rev. 07/02/2019

"Meeting Needs by Exceeding Expectations"

Prepared by and Return To:

Angelique Davis
Fidelity National Title of Florida, Inc.
1460 E. Red Bug Rd., Suite 1050
Oviedo, FL 32765

Order No.: 20-25-0187a

For Documentary Stamp Tax purposes the
consideration is \$125,000.00

APN/Parcel ID(s): R8004-0433-18

WARRANTY DEED

THIS WARRANTY DEED made and executed April 30, 2025, by Acristo Investments LLC, a Florida limited liability company, and having its principal place of business at 1911 Morning Dr, Orlando, FL 32809, hereinafter called the grantor, to A&B Properties Services LLC, a Pennsylvania Limited Liability Company whose post office address is 275 Sycamore Ct, Wind Gap, PA 18091, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to the instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in the County of Marion, State of Florida, to wit:

Lot 18, Block 433, Marion Oaks Unit Four, according to the map or plat thereof, as recorded in Plat Book O, Page(s) 53 through 80, inclusive, of the Public Records of Marion County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2024.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:



Witness Signature

Angelique Davis

Print Name

Address: 1460 E Red Bug Rd, Suite 1050
Oviedo FL 32765



Witness Signature

Lisa Limz

Print Name

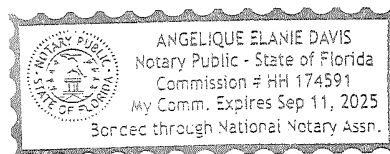
Address: 1460 E Red Bug Rd, Suite 1050
Oviedo FL 32765

State of Florida
County of Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 25th day of April, 2025, by Adan Ordonez, Manager, to me known to be the person(s) described herein and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.



NOTARY PUBLIC
My Commission Expires:



RE: Beatriz Estela Rosa
A&B Properties Services LLC
275 Sycamore Ct
Wind Gap, PA 18091-9526

Project:
351 Marion Oaks Blvd
Ocala, FL
Parcel ID# 8004-0433-18

I, **Beatriz Estela Rosa**, do hereby declare and affirm as follows:

I am the legal owner/authorized representative of A&B Properties Services LLC at 275 Sycamore Ct, Wind Gap, PA for project located at 351 Marion Oaks Blvd, Ocala, Florida.

I hereby authorize Linn Engineering and Design, Inc, residing at 711 Executive Drive, Winter Park, Florida 32789, to act on my behalf in all matters related to Engineering services, permitting, and applications.

This includes, but is not limited to, the following jurisdictions as required:

- Marion County Land Development
- Saint John's River Water Management District
- Florida Department of Environmental Protection
- Florida Department of Transportation

Beatriz Estela

dotloop verified
06/17/25 6:21 PM
EDT
OPVV-95KI-ABRJ-AKSJ

Signature

Date

Beatriz Estela Rosa

Legal Owner/Authorized Representative

Name

Title

A&B Properties Services LLC

Company

State of Florida

County of Orange

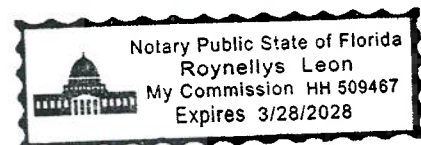
The foregoing instrument was acknowledged before me this 18 day of June, 20 25, by Beatriz Estela, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Notary's Printed Name: Roynellys Leon

Date Commission Expires: 3/28/2028



I affirm that the information provided in this letter is true and correct to the best of my knowledge. I understand that this letter will be used as a legal document and that any false statements may be subject to legal penalties.

PENNSYLVANIA DEPARTMENT OF STATE
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

☐ Return document by mail to:
 BEATRIZ ESTELA
 Name
 275 SYCAMORE COURT
 Address
 WIND GAP PA 18091
 City State Zip Code
☐ Return document by email to: _____

Certificate of Organization
 Domestic Limited Liability Company

Commonwealth of Pennsylvania
 CERTIFICATE OF ORGANIZATION 3 Page(s)



T1520464053

Read all instructions prior to completing. This form may be

Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (*designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation*):

A & B PROPERTIES SERVICES LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:
 (Complete (a) or (b) – not both)

(a) Number and Street	City	State	Zip	County
275 SYCAMORE COURT	WIND GAP	PA	18091	NORTHAMPT

(b) Name of Commercial Registered Office Provider County

c/o: _____

3. The name and address, including street and number, if any, of each organizer is (*all organizers must sign on page 2*):

Name

Address

ALFREDO MEZA 275 SYCAMORE Ct WIND GAP PA
 BEATRIZ ESTELA 275 SYCAMORE Ct WIND GAP PA

PA DEPT. OF STATE

JUL 23 2015

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Docketing Statement – New Entity

DSCB:15-134A
(rev. 7/2015)

134A

1. Entity Name:

A & b PROPERTIES SERVICES, LLC

In the case of a foreign association which must use an alternate name to register to do business in Pennsylvania, the alternate name should be given.

2. Tax Responsible Party

Name of individual responsible for initial tax reports: BEATRIZ ESTELA

Mailing address of individual responsible for initial tax reports:

275 SYCAMORE CT

WIND GAP

PA

18091

NORTH

Number and street

City

State

Zip

County

3. Description of Business Activity:

REAL ESTATE

4. *Strike out if inapplicable term*

~~A member's interest in the company is to be evidenced by a certificate of membership interest.~~

5. *Strike out if inapplicable:*

~~Management of the company is vested in a manager or managers.~~

6. The specified effective date, if any is: 07/03/2015

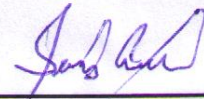
(MM/DD/YYYY and hour, if any)

7. *Strike out if inapplicable:* The company is a restricted professional company organized to render the following restricted professional service(s):

8. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this

3rd day of July, 2015.



Signature

Signature

Signature

**Limited Liability Company Agreement of
A & B PROPERTIES SERVICES LLC ,
a Limited Liability Company**

I. Formation.

- A. State of Formation . This is a Limited Liability Company Operating Agreement (the "Agreement") for A & B PROPERTIES SERVICES LLC, a Member-managed Pennsylvania limited liability company (the "Company") formed under and pursuant to Pennsylvania law.
- B. Operating Agreement Controls . To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Pennsylvania law absent such a provision, this Agreement, to the extent permitted under Pennsylvania law, shall control.
- C. Primary Business Address . The location of the primary place of business of the Company is:
- 275 SYCAMORE CT, WIND GAP, Pennsylvania 18091, or such other location as shall be selected from time to time by the Members.
- D. Registered Office . The Company's initial registered office is 275 SYCAMORE CT, WIND GAP, Pennsylvania 18091. The Company may change its registered office upon filing a statement with the Pennsylvania Secretary of State.
- E. No State Law Partnership . No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

- A. Purpose . The Company is created for the following business purpose: A & B PROPERTIES SERVICES LLC will Invest in quality well care properties that are priced within the local market range
- B. Powers . The Company shall have all of the powers of a limited liability company set forth under Pennsylvania law.
- C. Duration . The Company's term shall commence upon the filing of Articles of

Attachment A

Organization and all other such necessary materials with the state of Pennsylvania. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Pennsylvania law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Pennsylvania law.

III. Members.

- A. Members . The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

BEATRIZ ESTELA, 50%

ALFREDO MEZA, 50%

- B. Initial Contribution . Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members .

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

- C. Limited Liability of the Members . Except as otherwise provided for in this Agreement or otherwise required by Pennsylvania law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement.

- D. Withdrawal or Death of a Member . Should a Member die or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 60 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III(E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is dissolved or terminated.

- E. Creation or Substitution of New Members . Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III(D) above.
1. *Entire transfer* . If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
 2. *Partial transfer* . If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting .

1. *Voting power* . The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
2. *Proxies* . At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members . The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in

Attachment A

comparable business transactions if such transactions were with a person that was not a Member;

7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Pennsylvania limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Fiduciary Duties of the Members .

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Pennsylvania.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of

Attachment A

the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.

3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
 - iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.
- I. Waiver of Partition: Nature of Interest . Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.
- J. Compensation of Members . The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each

Attachment A

meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.

- K. Members as Agents . All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

IV. Accounting and Distributions.

- A. Fiscal Year . The Company's fiscal year shall end on the last day of December.
- B. Records . All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions . Distributions shall be issued on a monthly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation at any time.

VI. Dissolution.

- A. Limits on Dissolution . The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without

dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up . Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- C. Distributions in Kind . Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination . The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Pennsylvania shall have been canceled in the manner required by Pennsylvania law.
- E. Accounting . Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution . Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

- G. Notice to Pennsylvania Authorities . Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Pennsylvania and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VII. Exculpation and Indemnification.

- A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law.

IX. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Pennsylvania.

X. General Provisions.

- A. Notices . All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days . In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

Attachment A

- C. Execution of Counterparts . This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability . The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings . The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law . This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Pennsylvania (without regard to conflicts of law principles thereof).
- G. Application of Pennsylvania Law . Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Pennsylvania law.
- H. Amendment . This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Pennsylvania law.
- I. Entire Agreement . This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

Attachment A

This LLC Operating Agreement is executed and agreed to by:

Beatriz Estela

Beatriz Estela
beatrizestela2000@yahoo.com
July 24, 2015 at 01:42 pm
Recorded at IP 64.9.40.158

Alfredo Meza

Alfredo Meza
alfredomeza2000@yahoo.com
July 24, 2015 at 01:49 pm
Recorded at IP 64.9.40.158

Scan this code with your
smartphone to manage
your LLC Operating
Agreement online.



Attachment A

ATTACHMENT A

Initial Contributions of the Members

The Initial Contributions of the Members of A & B PROPERTIES SERVICES LLC are as follows:

BEATRIZ ESTELA

Contribution:

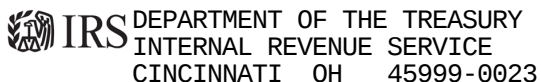
Cash: \$8,147.70

ALFREDO MEZA

Contribution:

Cash: \$8,147.70

Attachment A



Date of this notice: 07-28-2015

Employer Identification Number:
47-4631366

Form: SS-4

Number of this notice: CP 575 B

A&B PROPERTIES SERVICES LLC
BEATRIZ ESTELA MBR
275 SYCAMORE CT
WIND GAP, PA 18091

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-4631366. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

07-28-2015 A&BP B 9999999999 SS-4

Attachment A

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

A & B Properties Services LLC

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 4371248

Estela, Beatriz
275 Sycamore Court
Wind Gap, PA 18091



**Marion County
Board of County Commissioners**

Growth Management ♦ Zoning

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION COMPLETE
DATE COMPLETED 4/9/2025
INITIALS EM
TENTATIVE MEETING DATES
P&Z PH 6/30/2025
BCC/P&Z PH 7/15 & 7/21/25

APPLICATION FOR REZONING

Application No.: 31821

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from R-3 to R-PUD,
for the intended use of: 8 Unit apartments.

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 8004-0433-18

Property dimensions: 200'x120'

Total acreage: 0.55 ac

Directions: From I-75, take exit to 341 for SW-HWY-484. After 0.8 miles, Turn left onto Marion Oaks Blvd and drive approximately 2.6 miles on Marion Oaks Blvd, and 351 Marion Oaks in on the left.

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Drevis Gutierrez Novarise Investments LLC

Chad Linn Linn Engineering Email: clinn@linnengineering.com

Property owner name (please print)
8267 Nemours Pkwy

Applicant or agent name (please print)

P.O Box 140024

Mailing address

Orlando, FL 32827

Mailing address

Orlando, FL, 32814

City, state, zip code

407-376-0164

City, state, zip code

407-775-5194

Phone number (please include area code)

Phone number (please include area code)

Signature

Signature

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is \$1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

FOR OFFICE USE ONLY

RECEIVED BY: EM
LAND USE: HR

DATE: 4/9/25
ZONING: R3

ZONING MAP NO.: 168
SEC/TWP/RGE: 23 / 17 / 21

AR 32715

Rev. 07/02/2019

"Meeting Needs by Exceeding Expectations"

Drawing name: Z:\Projects\36300-Adon Investments\24-700 351 Marion Oaks Rd\Cadd-Civil\Concept B\Plat.dwg concept Mar 11, 2025 3:47pm by: Shenika Thomas



Attachment A



Prepared by and Return To:
Angelique Davis
Fidelity National Title of Florida, Inc.
1460 E. Red Bug Rd., Suite 1050
Oviedo, FL 32765

Order No.: 20-23-0591

For Documentary Stamp Tax purposes the
consideration is \$87,000.00

APN/Parcel ID(s): R8004-0433-18

WARRANTY DEED

THIS WARRANTY DEED made and executed December 29, 2023, by Acristo Investments LLC, a Florida limited liability company, and having its principal place of business at 1911 Morning Dr, Orlando, FL 32809, hereinafter called the grantor, to Novarise Investments, LLC, a Florida Limited Liability Company whose post office address is 8267 Nemours Pkwy, Orlando, FL 32827, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to the instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in the County of Marion, State of Florida, to wit:

Lot 18, Block 433, Marion Oaks Unit Four, according to the map or plat thereof, as recorded in Plat Book O, Page(s) 53 through 80, inclusive, of the Public Records of Marion County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

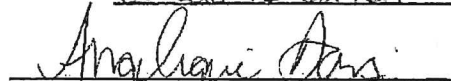


Witness Signature

Lisa Lima

Print Name

Address: 1460 E Red Bug Rd #1050
Oviedo FL 32765



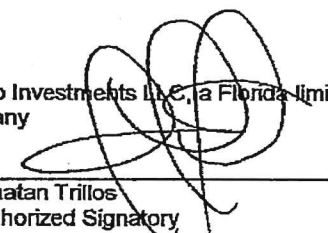
Witness Signature

Angelique Davis

Print Name

Address: 1460 E Red Bug Rd, Suite 1050
Oviedo FL 32765

Acristo Investments LLC, a Florida limited liability company

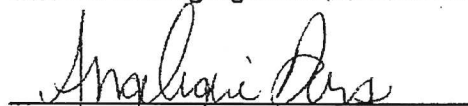
BY: 

Jonatan Trillos
Authorized Signatory

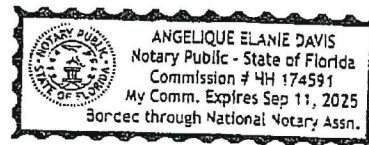
Address: 1911 Morning Dr
Orlando, FL 32809

State of Florida
County of Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of December, 2023, by Jonatan Trillos, Authorized Signatory, to me known to be the person(s) described in or who has/have produced FLDL as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.



NOTARY PUBLIC
My Commission Expires:





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
NOVARISE INVESTMENTS, LLC

Filing Information

Document Number L20000035293
FEI/EIN Number 84-4645092
Date Filed 01/29/2020
Effective Date 01/28/2020
State FL
Status ACTIVE

Principal Address

8267 NEMOURS PKWY
ORLANDO, FL 32827

Changed: 03/16/2021

Mailing Address

8267 NEMOURS PKWY
ORLANDO, FL 32827

Changed: 03/16/2021

Registered Agent Name & Address

GUTIERREZ PATINO, DREVIS J
8267 NEMOURS PKWY
ORLANDO, FL 32827

Name Changed: 04/17/2024

Address Changed: 04/17/2024

Authorized Person(s) Detail

Name & Address

Title AMBR

GUTIERREZ PATINO, DREVIS J
8267 NEMOURS PKWY
ORLANDO, FL 32827

Annual Reports

Report Year	Filed Date
2022	03/16/2022
2023	03/11/2023
2024	04/17/2024

Document Images

04/17/2024 -- ANNUAL REPORT	View image in PDF format
03/11/2023 -- ANNUAL REPORT	View image in PDF format
03/16/2022 -- ANNUAL REPORT	View image in PDF format
03/16/2021 -- ANNUAL REPORT	View image in PDF format
01/29/2020 -- Florida Limited Liability	View image in PDF format

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L20000035293
FILED 8:00 AM
January 29, 2020
Sec. Of State
siturner

Article I

The name of the Limited Liability Company is:
NOVARISE INVESTMENTS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
8267 NEMOURS PKWY
ORLANDO, FL. 32827

The mailing address of the Limited Liability Company is:
8267 NEMOURS PKWY
ORLANDO, FL. 32827

Article III

Other provisions, if any:
FOR INTENDED LEGAL AND LAWFUL PURPOSES IN THE STATE OF
FLORIDA.

Article IV

The name and Florida street address of the registered agent is:
GA & TAX AND ACCOUNTING INC
2017 S FRENCH AVE
SANFORD, FL. 32771

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: LURYS ALCANTARA

Article V

The name and address of person(s) authorized to manage LLC:

Title: AMBR
DREVIS J GUTIERREZ PATINO
8267 NEMOURS PKWY
ORLANDO, FL. 32827

L20000035293
FILED 8:00 AM
January 29, 2020
Sec. Of State
siturner

Article VI

The effective date for this Limited Liability Company shall be:

01/28/2020

Signature of member or an authorized representative

Electronic Signature: LURYS@G-ATAX.COM

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

3/4/25, 5:01 PM

MCPA Property Record Card

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336



2025 Property Record Card

Real Estate

8004-0433-18

[GOOGLE Street View](#)

Prime Key: 1748101

[MAP IT+](#)

Current as of 3/4/2025

Property Information[M.S.T.U.](#)[PC: 00](#)

Acres: .55

NOVARISE INVESTMENTS LLC
8267 NEMOURS PKWY
ORLANDO FL 32827-7709

Taxes / Assessments:

Map ID: 168

Millage: 8002 - UNINCORPORATED[More Situs](#)

Situs: Situs: 351 MARION OAKS BLVD ALL UNITS
OCALA

2024 Certified Value

Land Just Value	\$36,594
Buildings	\$0
Miscellaneous	\$0
Total Just Value	\$36,594
Total Assessed Value	\$36,594
Exemptions	\$0
Total Taxable	\$36,594

[Ex Codes:](#)History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2024	\$36,594	\$0	\$0	\$36,594	\$36,594	\$0	\$36,594
2023	\$34,668	\$0	\$0	\$34,668	\$7,691	\$0	\$7,691

<https://www.pa.marion.fl.us/PRC.aspx?key=1748101&YR=2025&mName=False&mSitus=False>

1/2

Attachment A

3/4/25, 5:01 PM

MCPA Property Record Card

2022	\$15,793	\$0	\$0	\$15,793	\$6,992	\$0	\$6,992
<u>Property Transfer History</u>							
Book/Page	Date	Instrument	Code	Q/U	V/I	Price	
8223/1691	12/2023	07 WARRANTY	2 V-SALES VERIFICATION	U	V	\$87,000	
8183/0255	10/2023	07 WARRANTY	4 V-APPRAISERS OPINION	Q	V	\$42,000	
8183/0252	10/2023	60 CRT ORD	0	U	V	\$100	
7009/1888	07/2019	06 SPECIAL WARRANTY	4 V-APPRAISERS OPINION	Q	V	\$11,800	
6477/0651	10/2016	34 TAX	2 V-SALES VERIFICATION	U	V	\$6,500	
LA02/0305	10/2002	EI E I	0	U	V	\$4,800	
1285/1189	04/1985	07 WARRANTY	0	U	V	\$100	
1139/0140	01/1983	07 WARRANTY	0	U	V	\$20,700	
<u>Property Description</u>							
SEC 23 TWP 17 RGE 21 PLAT BOOK O PAGE 053 MARION OAKS UNIT 4 BLK 433 LOT 18							
<u>Land Data - Warning: Verify Zoning</u>							
Use	CUse	Front	Depth	Zoning	Units	Type	Rate Loc Shp Phy Class Value Just Value
0001		120.0	200.0	R3	120.00	FF	
Neighborhood 9951 - COMM MARION OAKS SOUTH OF 484 Mkt: 2 70							
<u>Miscellaneous Improvements</u>							
Type		Nbr Units	Type	Life	Year In	Grade	Length Width
<u>Appraiser Notes</u>							
<u>Planning and Building</u> <u>** Permit Search **</u>							
Permit Number			Date Issued		Date Completed		Description

https://www.pa.marion.fl.us/PRC.aspx?key=1748101&YR=2025&mName=False&mSitus=False

2/2